

EXHIBIT 12 A

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Chapter 11 Trustee of Debtor
Death Row Records, Inc.*

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re
DEATH ROW RECORDS, INC.,
Debtor.

CASE NO. 2:06-bk-11205-VZ

Chapter 11

**NOTICE OF MOTION AND CHAPTER 11
TRUSTEE'S MOTION FOR ORDER
APPROVING SETTLEMENT WITH LYDIA
HARRIS, MICHAEL HARRIS, CONQUEST
MEDIA GROUP, LLC AND HELEN FRAZER
AS CHAPTER 7 TRUSTEE OF LYDIA
HARRIS AND MEMORANDUM OF POINTS
AND AUTHORITIES**

Date: May 27, 2008
Time: 11:00 a.m.
Place: Courtroom 1368
255 E. Temple St.
Los Angeles, CA

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1 **TO THE HONORABLE VINCENT P. ZURZOLO, UNITED STATES BANKRUPTCY**
2 **JUDGE, THE UNITED STATES TRUSTEE, COUNSEL FOR THE OFFICIAL**
3 **COMMITTEE OF UNSECURED CREDITORS, COUNSEL FOR THE CHAPTER 11**
4 **TRUSTEE OF MARION KNIGHT, JR., AND PARTIES ENTITLED TO NOTICE:**

5 PLEASE TAKE NOTICE that on May 27, 2008, at 11:00 a.m., or as soon thereafter as the
6 matter may be heard, in Courtroom "1368" of the United States Bankruptcy Court located at 255
7 East Temple Street, Los Angeles, California, R. Todd Neilson, the Chapter 11 Trustee (the "Death
8 Row Trustee") of Death Row Records, Inc. (the "Debtor" or "Death Row"), will and does hereby
9 move pursuant to Federal Rule of Bankruptcy Procedure 9019, for an order approving the proposed
10 settlement between the Death Row Trustee and Richard K. Diamond, the Chapter 11 Trustee for the
11 estate of Marion Knight, Jr. (the "Knight Trustee"), on the one hand, and Lydia Harris, Michael
12 Harris, Conquest Media Group, LLC ("Conquest/Harris"), and Helen Frazer, as the Chapter 7 trustee
13 for the estate of Lydia Harris (the "Harris Trustee"), on the other hand.

14 This motion is made on the following grounds: In both the Knight and Death Row cases,
15 Lydia Harris and Michael Harris separately filed proofs of claims relating to a Superior Court
16 judgment entered in favor of Lydia Harris as a terminating sanction against both Knight and Death
17 Row in the principal amount of \$107 million (the "Judgment"), consisting of compensatory damages
18 of \$45 million of economic damages and \$2 million of non-economic damages, plus \$60 million of
19 punitive damages. In a separate Superior Court judgment in Lydia and Michael Harris' marital
20 dissolution proceeding, the Judgment was found to be a community property asset of their marital
21 estate. Lydia and Michael Harris have represented that they subsequently assigned their interests in
22 the Judgment to Conquest Media Group, LLC ("Conquest").

23 Litigation relating to the Judgment is pending before the Bankruptcy Court. The Knight
24 Trustee and the Death Row Trustee are co-plaintiffs in an adversary proceeding originally filed by
25 Marion Knight Jr. ("Knight") and Death Row seeking, among other things, (a) a declaration that the
26 Judgment has been settled and fully resolved, (b) disallowance, reduction and/or subordination of the
27 claims filed by Lydia Harris and Michael Harris, and (c) avoidance of a \$1 million payment made by
28 Knight prior to the Petition Date (the "Harris Adversary Proceeding"). Also, Lydia Harris and

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1 Michael Harris filed an adversary proceeding against Knight seeking a determination that their
2 claims against Knight under the Judgment are non-dischargeable under section 523 of the Code (the
3 "Knight Adversary Proceeding").

4 In August 2007, the Bankruptcy Court ordered the parties to mediation. Since then, the
5 parties have engaged in substantial settlement discussions, frequently with the assistance of the
6 mediator, the Honorable Mitchel R. Goldberg, a judge (now retired) for the United States
7 Bankruptcy Court for the Central District of California, Riverside Division. After substantial
8 settlement negotiations, and subject to approval of the Bankruptcy Court in the Knight and Death
9 Row cases, as well as the Bankruptcy Court in Lydia Harris' personal bankruptcy case, the parties
10 have agreed to the terms of a global settlement which has been memorialized in a written settlement
11 agreement (the "Agreement") which is attached to the Declaration of R. Todd Neilson as Exhibit
12 "A".

13 Under the Agreement, Lydia and Michael Harris' claims against both the Knight and Death
14 Row estates will be allowed as general unsecured claims in the amount of \$30 million and a
15 subordinated unsecured claim in the amount of \$15 million. The general unsecured claim will be
16 paid in the aggregate in three phases, with the maximum amount to be paid to Conquest/Harris
17 capped in the first two phases to ensure that other allowed general unsecured claims receive certain
18 minimum distributions from and to the extent of available funds.¹ Also, the subordinated claim will
19 be paid pursuant to the priority afforded by section 726(a)(4) of the Bankruptcy Code, again from
20 and to the extent of available funds. The manner which such distributions are allocated as between
21

22 ¹ Pursuant to the Agreement, of the first \$10 million of distributions collectively made by the Death Row
23 Trustee and Knight Trustee to general unsecured creditors, the amount paid to Lydia and Michael Harris
24 will not exceed 50% of all such distributions and, in any event, will not exceed \$3.5 million. Of the next
25 \$10 million of distributions collectively made by the Death Row Trustee and Knight Trustee to general
26 unsecured creditors, the amount paid to Lydia and Michael Harris will not exceed 50% of all such
27 distributions and, in any event, will not exceed \$2 million until all other claims are paid in full. Of the
28 next \$10 million of distributions collectively made by the Death Row Trustee and Knight Trustee to
general unsecured creditors, the amount paid to Lydia and Michael Harris will not exceed 50% of all such
distributions until other general unsecured claims have been paid in full (exclusive of interest). Once all
other allowed general unsecured claims have been paid in full (not including surplus interest), Lydia and
Michael Harris will receive 100% of further distributions until their claim has been paid in full (exclusive
of surplus interest).

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1 Conquest/Harris and the Harris Trustee will be determined amongst themselves.

2 The Agreement also contains provisions relating to the payment of other claims asserted
3 against the Knight and Death Row estates. For example, proofs of claims have been filed against the
4 Knight and Death Row estates by the law firm of Wasserman, Comden & Casselman, LLP (the
5 "Wasserman Firm"), which represented Lydia Harris in connection with her Superior Court lawsuit
6 against Knight and Death Row. To the extent the Wasserman Firm is entitled to a distribution on
7 account of such claims, Conquest/Harris will indemnify the Death Row and Knight estates for such
8 distributions, and any such distributions will be credited against the distributions that would
9 otherwise be paid to Conquest/Harris.

10 With respect to the pending litigation, the Agreement provides that the Knight Trustee and
11 the Death Row Trustee will dismiss the Harris Adversary Proceeding. In addition, Lydia and
12 Michael Harris will dismiss the Knight Adversary Proceeding. Upon the effective date of the
13 Agreement, the parties will release one another of all known and unknown claims, and any judgment
14 liens are avoided and preserved for the benefit of the estates.

15 The Death Row Trustee believes that the proposed settlement is a fair and reasonable
16 settlement of his claims against Conquest/Harris and the Harris Trustee, and is in the best interests of
17 the Knight estate and its creditors. The Official Committee of Unsecured Creditors (the
18 "Committee") appointed in the Death Row bankruptcy case was heavily involved in the negotiation
19 on the terms set forth in the proposed settlement, and the Death Row Trustee understands that the
20 Committee supports the motion and approval of the Agreement. Accordingly, the Death Row
21 Trustee is requesting approval of his proposed settlement on the terms set forth in the Agreement.

22 The motion is based upon the separate notice, the accompanying Memorandum of Points and
23 Authorities, the Request for Judicial Notice, Declaration of R. Todd Neilson, the papers and
24 pleadings on file in this case, and such other evidence as may be presented to the Court.

25 **PLEASE TAKE FURTHER NOTICE** that pursuant to Local Bankruptcy Rule 9013-
26 1(a)(7), any party opposing the relief sought by the motion must file a response in writing, filed with
27 the Clerk of the Court and served upon the following not less than fourteen (14) days prior to the
28 hearing on the motion:

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Office of the United States Trustee

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Any response not timely filed and served may be deemed by the Court to be consent to the granting
of the motion. If you do not have any objection to the motion, you do not need to take any further
action.

Dated: May 2, 2008

KAYE SCHOLER LLP

By: Steven F. Werth

Peter L. Haviland
Steven F. Werth
Everett L. Green

Attorneys for R. Todd Nielson, Chapter 11
Trustee of Debtor Death Row Records, Inc.

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I.

BACKGROUND

A. The Death Row Bankruptcy Case

1. Death Row Records, Inc., a California corporation, was a well-known record company specializing in rap and hip hop music. Since Death Row's inception, except for a few periods of time between 1996 to 2004, Marion Knight ("Knight") served as its sole stockholder, president and chief executive officer.

2. In April of 2005, the Debtor ceased business operations following the entry on March 9, 2005 of a judgment in the amount of \$107 million in favor of Lydia Harris and the loss of its office lease at 8200 Wilshire in Los Angeles, California.

3. On April 4, 2006 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended (the "Code").

4. On July 19, 2006, an order was entered appointing R. Todd Neilson as Chapter 11 Trustee.

B. The Knight Bankruptcy Case

5. On or about the Petition Date, Knight filed a voluntary petition for relief under Chapter 11 of Title 11 of the Code.

6. On March 9, 2007, an order was entered approving the appointment of Richard K. Diamond as the Chapter 11 trustee of the Knight estate.

C. The Harris Claim

7. On February 26, 2002, Lydia Harris filed a complaint against Knight and Death Row in the Los Angeles Superior Court (the "State Court Action").

8. The complaint alleged, among other things, that Lydia Harris held an ownership interest in Death Row and that Knight and Death Row defrauded her of the prospective economic benefits of her interest.

9. Lydia Harris was represented in the State Court Action by the law firm of Wasserman, Comden & Casselman, LLP (the "Wasserman Firm").

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10. On or about March 9, 2005, the Superior Court entered judgment in favor of Lydia Harris and against Knight and Death Row, jointly and severally, in the principal amount of \$107 million: \$45 million for economic damages; \$2 million for non-economic damages; and \$60 million for punitive damages (the "Judgment").

11. On October 19, 2006, Lydia Harris filed Claim No. 23, an unsecured proof of claim in the amount of \$107 million seeking payment of the Judgment (the "Lydia Harris Claim"). Lydia Harris filed a similar claim against the Knight estate.²

12. On May 4, 2006, Michael Harris filed Claim No. 3, an unsecured proof of claim in the amount of \$117,318,631.50 seeking payment of the Judgment and statutory interest (the "Michael Harris Claim").³ Michael Harris filed a similar claim against the Knight estate.

13. The Michael Harris Claim also attached a judgment of dissolution terminating the marriage of Lydia Harris and Michael Harris and providing that the proceeds of the Judgment is community property.

D. Assignment of the Harris Claim to Conquest Media Group, LLC

14. Lydia Harris and Michael Harris have each represented that they transferred their respective claims against the Knight and Death Row estates arising out of the Judgment to Conquest Media Group, LLC ("Conquest").

15. On April 2, 2007, the Clerk of the Court issued a "*Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)*" with respect to both Lydia Harris' and Michael Harris' claims. The notice indicated that Lydia and Michael Harris, respectively transferred their rights, title and interest in their claims to Conquest.

E. Lydia Harris' Bankruptcy and Appointment of Harris Trustee

16. On May 17, 1996, Lydia Harris filed a voluntary petition for relief under Chapter 7 of the Code. Helen Frazer was appointed as the Chapter 7 trustee (the "Harris Trustee") for Lydia

² A copy of Lydia Harris' proof of claim filed in this case is attached as Exhibit "1" to the Request for Judicial Notice.

³ A copy of Michael Harris' proof of claim filed in this case is attached as Exhibit "2" to the Request for Judicial Notice.

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Harris' estate. On or about December 15, 1999, Lydia Harris' case was closed. However, during 2007 the Harris Trustee became aware of Lydia Harris' alleged claims against the Knight and Death Row estates, which claims arose prior to Lydia Harris' bankruptcy filing. On or about August 23, 2007, pursuant to a stipulation between Lydia Harris and the Harris Trustee, an order was entered re-opening the case and re-appointing Helen Frazer as the Harris Trustee.

F. The Knight Adversary Proceeding

17. In July 2006, Lydia and Michael Harris filed a complaint against Knight, seeking a determination that the debt owed by Knight arising out of the Judgment is non-dischargeable under section 523(a) of the Code. This adversary proceeding (the "Knight Adversary Proceeding") remains pending.

G. The Wasserman Firm's Claim

18. On October 31, 2006, the Wasserman firm filed Claim No. 38, an unsecured proof of claim in the amount of \$60,418,315.00 seeking, *inter alia*, contingency fees and payment for legal services provided to Lydia Harris in the State Court Action.⁴

H. The Harris Adversary Proceeding

19. On June 8, 2006, Knight and Death Row (acting as debtors-in-possession of their respective estates) commenced adversary proceeding 2:06-01660-VZ against Lydia Harris and Michael Harris (the "Harris Adversary Proceeding").

20. On November 1, 2006, Death Row and Knight filed a first amended complaint (the "First Amended Complaint"). The First Amended Complaint, *inter alia*, sought to disallow the Harris Claims or, in the alternative, to subordinate the Harris Claim.⁵

21. Orders were entered on November 20, 2006 and May 31, 2007 respectively, substituting the Death Row Trustee and the Knight Trustee as the real party-in-interest in the Harris Adversary Proceeding.

22. On April 27, 2007, Conquest filed a motion seeking to replace Lydia Harris and

⁴ A copy of the Wasserman firm's claim is attached as Exhibit "3" to the Request for Judicial Notice.

⁵ A copy of the First Amended Complaint is attached as Exhibit "4" to the Request for Judicial Notice.

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Michael Harris as the captioned defendant. An order was entered, on or about June 7, 2007, denying Conquest's motion.

23. In August of 2007, the Court ordered the parties to mediation. Accordingly, the parties have engaged in numerous settlement discussions, many with mediator Mitchel R. Goldberg, United States Bankruptcy Judge (now retired).

24. Subject to court approval in this case, the Knight case, and the pending Chapter 7 case of Lydia Harris, the Death Row Trustee and the Knight Trustee have agreed to a resolution of the Harris Adversary Proceeding, their claims against Lydia Harris and Michael Harris, Conquest, and the Harris Trustee (collectively the "Harris Parties"), and the Harris Parties' claims against the Knight and Death Row estates (collectively the "Estates").

I. The Proposed Settlement Agreement

25. The terms of the parties' settlement are set forth in the Agreement and Mutual Release (the "Agreement") attached as Exhibit "A" to the Declaration of R. Todd Neilson. The material terms of the Agreement are as follows:⁶

- a. The claims of Lydia Harris and Michael Harris against the Estates (collectively referred to hereinafter as the "Harris Claim") will be allowed against the Estates as (a) a general unsecured claim in the amount of \$30 million, and (b) a subordinated claim entitled to the priority of claims identified in section 726(a)(4) of the Code in the amount of \$15 million.
- b. Distributions on account of the general unsecured portion of the Harris Claim will be made in phases, to the extent of available funds:
 - i. with respect to the first \$10 million paid to the Estates' general unsecured creditors, the general unsecured portion of the Harris Claim will share *pari passu* with all other general unsecured claims except that the total amount distributed on account of the Harris Claim (a) will not exceed 50% of the total

⁶ This summary is qualified in all respects by the terms of the Agreement and, in the event of any inconsistency, the terms of the Agreement shall control.

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- 1 amount distributed, and (b) in any event, will not exceed \$3.5 million;
- 2 ii. with respect to the next \$10 million paid to the Estates' general unsecured
- 3 creditors, the general unsecured portion of the Harris Claim will share *pari*
- 4 *passu* with all other outstanding general unsecured claims except that the total
- 5 amount distributed on account of the Harris Claim (a) will not exceed 50% of
- 6 the total amount distributed, and (b) in any event, until all other general
- 7 unsecured claims have been paid in full (not including pre- or post-petition
- 8 interest) will not exceed \$2 million;
- 9 iii. with respect to distributions to general unsecured claims in excess of \$20
- 10 million, the general unsecured portion of the Harris Claim will share *pari*
- 11 *passu* with all other outstanding general unsecured claims except that the total
- 12 amount distributed on account of the Harris Claim will not exceed 50% of the
- 13 total amount distributed at this tier until other general unsecured claims have
- 14 been paid in full (exclusive of surplus interest); and
- 15 iv. once all other allowed general unsecured claims have been paid in full (not
- 16 including surplus interest), the Harris Claim will receive 100% of further
- 17 distributions until the Harris Claim has been paid in full (exclusive of surplus
- 18 interest).⁷
- 19 c. The subordinated portion of the Harris Claim will be paid pursuant to the priority
- 20 afforded by section 726(a)(4) of the Code.
- 21 d. Conquest, Lydia Harris and Michael Harris (collectively, "Conquest/Harris") will
- 22 inform the Wasserman Firm of the settlement. Unless the Wasserman Firm
- 23 withdraws its proof of claim, the Knight Trustee, Death Row Trustee and/or Harris
- 24 Trustee may object to the Wasserman Firm's claim. If the Wasserman Firm's claim
- 25 ultimately is allowed, Conquest/Harris will be responsible for any distribution
- 26

27 ⁷ If the Death Row Trustee and the Knight Trustee have negotiated similar arrangements with other

28 claimants, the Harris Claim will share *pari passu* with such similarly negotiated claims.

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1 thereon. Conquest/Harris will indemnify the Estates against any claims by the
2 Wasserman Firm for which the Estates would otherwise be responsible. Any
3 distribution from the Estates to the Wasserman Firm will be credited against the
4 distributions due Conquest/Harris under the Agreement.
5 e. Conquest/Harris will also be responsible for distributions made to any person or
6 entity whose claim is based upon, derivative of or measured by the Judgment.
7 Conquest/Harris will indemnify the Estates against any claims by such parties for
8 which the Estates would otherwise be responsible. Any distribution from the Estates
9 to such parties will be credited against the distributions due Conquest/Harris under
10 the Agreement.
11 f. The Harris Parties will independently agree upon the manner in which distributions
12 from the Estates are allocated among the Harris Parties.
13 g. The Knight Trustee and the Death Row Trustee will cause the Harris Adversary
14 Proceeding to be dismissed. Similarly, Lydia and Michael Harris will cause the
15 Knight Adversary Proceeding to be dismissed.
16 h. The Knight Trustee and the Death Row Trustee will each release the Harris Parties
17 from any and all known and unknown claims. Similarly, the Harris Parties will
18 release the Knight Trustee, the Knight estate, the Death Row Trustee, and the Death
19 Row estate from any and all known and unknown claims.

20 II.

21 **JURISDICTION**

22 Jurisdiction herein lies pursuant to 28 U.S.C. §§ 157 and 1334 and Federal Rule of
23 Bankruptcy Procedure ("Bankruptcy Rule") 9019.
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25
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III.

MEMORANDUM OF POINTS AND AUTHORITIES

Bankruptcy Rule 9019(a) provides

On motion by the trustee and after a hearing on notice to creditors, the debtor . . . and to such other entities as the court may designate, the court may approve a compromise or settlement.

The Supreme Court, in *Protective Committee for Independent Stockholders of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968), held that a bankruptcy court, in considering whether to approve a compromise, should inform itself regarding all facts necessary for an intelligent and objective opinion of the probabilities of ultimate success should the claim be litigated. Further, the judge should form an educated estimate of the complexity, expense, and likely duration of such litigation, the possible difficulties of collecting on any judgment which might be obtained, and all other factors relevant to a full and fair assessment of the wisdom of the proposed compromise.

The Ninth Circuit has further held that in determining the fairness, reasonableness and adequacy of a proposed settlement agreement, a court must consider:

- (a) probability of success in the litigation;
- (b) the difficulties, if any, to be encountered in the matter of collection;
- (c) the complexity of the litigation involved, and the expense, inconvenience and delay necessarily attending it; and
- (d) the paramount interest of the creditors and a proper deference to their reasonable views in the premises.

In re A & C Properties, 784 F.2d 1377, 1381 (9th Cir. 1986), *cert. denied*, 479 U.S. 854, 107 S. Ct. 189 (1986).

The trustee, as the party proposing the compromise, has the burden of persuading the Court that the compromise is fair and equitable and should be approved. *Id.* Although "the creditors' objections to a compromise must be afforded due deference, such objections are not controlling, [citations], and while the court must preserve the rights of the creditors, it must also weigh certain factors to determine whether the compromise is in the best interest of the bankrupt estate." *Id.* at 1382.

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1 The bankruptcy court has wide latitude and discretion in evaluating a proposed compromise
2 because the judge is "uniquely situated to consider the equities and reasonableness." *U.S. v. Alaska*
3 *Nat'l Bank (In re Walsh Construction, Inc.)*, 669 F.2d 1325, 1328 (9th Cir. 1982). The Ninth Circuit
4 has further stated:

5 A compromise agreement allows the trustee and the creditor to avoid
6 the expenses and burdens associated with litigating "sharply contested
7 and dubious" claims. [Citation]. The bankruptcy court need not
8 conduct an exhaustive investigation into the validity of the asserted
9 claim. [Citation]. It is sufficient that, after apprising itself of all facts
10 necessary for an intelligent and objective opinion concerning the
11 claim's validity, the court determines that either (1) the claim has a
12 "substantial foundation" and is not "clearly invalid as a matter of law,"
13 or (2) the outcome of the claim's litigation is "doubtful."

14 *Id.* at 1328.

15 The court is not "to decide the numerous questions of law and fact raised by [objectors] but
16 rather to canvass the issues and see whether the settlement '*falls below the lowest point in the range*
17 *of reasonableness.*'" *In re Carla Leather, Inc.*, 44 B.R. 457, 465 (Bankr. S.D.N.Y. 1984) (*quoting In*
18 *re W. T. Grant & Co.*, 699 F.2d 599, 608 (2d Cir. 1983) (emphasis added)).

19 **The Agreement Satisfies the A & C Factors**

20 The Death Row Trustee believes that the proposed settlement with the Harris Parties is a fair
21 and reasonable settlement of the claims asserted by him against the Harris Parties, and the Harris
22 Parties' claims against the Death Row estate.

23 The probability of success of the Death Row Trustee's claims against the Harris Parties is
24 highly uncertain, and litigation will be time consuming and complex. The Superior Court entered
25 the Judgment on or about March 9, 2005. The time to appeal the Judgment has expired. In order to
26 pursue the Death Row estate's claims against the Harris Parties, the Death Row Trustee would be
27 required to demonstrate to the Superior Court that the Judgment should either be vacated or deemed
28 satisfied.

Second, the Judgment is unenforceable because the Bankruptcy Court has abstained from
hearing claims relating to the validity of the Judgment, as well as claims seeking to enforce an April
2005 written settlement agreement between Knight and Lydia Harris.

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1 Third, vacating the Judgment involves expense, delay and complicated litigation. Such
2 litigation would involve, among other things, the application of judicial estoppel against the
3 Judgment because Lydia Harris failed to disclose the underlying claims in her personal bankruptcy
4 case. The Superior Court would most likely be required to weigh the testimony and credibility of
5 Knight and his state court counsel, Mr. Givens,⁸ against Lydia Harris' testimony and credibility.
6 Even if the Death Row Trustee were successful in setting aside the Judgment, he would then be
7 required to litigate with the Harris Parties concerning the validity of their claims that were asserted
8 against Death Row in the Superior Court. Such litigation would require extensive discovery and pre-
9 trial litigation, and could result in the re-entry of judgment against the Debtor after a trial on the
10 merits.

11 Even after the Superior Court litigation over claims from which the Bankruptcy Court has
12 abstained,⁹ the Death Row Trustee would have to continue litigating the Harris Adversary
13 Proceeding. Specifically, the Death Row Trustee would have to prove the avoidance claims, the
14 subordination of the \$45 million of economic damages as relating to Lydia Harris' alleged
15 shareholder interest, and the subordination of the \$60 million in punitive damages as a penalty. Such
16 litigation would likely require more discovery and pre-trial litigation, and the outcome of such
17 litigation is uncertain.

18 Finally, the paramount interest of the creditors weigh in favor of settlement. Pursuant to the
19 Agreement, both the Death Row Trustee and the Knight Trustee will avoid the substantial legal fees
20 and expenses that they would otherwise incur in prosecuting their claims against the Harris Parties.
21 The Agreement provides for a substantial reduction of the Harris Parties' general unsecured claims
22 against the Knight and Death Row estates, from over \$107 million to \$30 million. At the same time,

23 ⁸ The Death Row Trustee has filed a legal malpractice complaint against Mr. Givens for actions taken, or
24 not taken, by him in connection with entry of the Judgment. See *R. Todd Neilson v. Givens*, Case No. 08-
01379-VZ (Bankr. C.D. Cal. April 3, 2008).

25 ⁹ The claims with respect to which the Bankruptcy Court abstained were: (1) for declaratory relief to
26 determine the Judgment to be unenforceable; (2) to enforce the settlement that Knight alleges to be the
27 valid settlement agreed to by Lydia Harris; (3) to enforce a pre-litigation settlement with Michael Harris
28 from 1996; (4) for rescission of the settlement agreement that Lydia Harris alleges to be the valid
settlement agreed to by Knight; (5) for fraud and deceit in connection with the 2005 settlement; and (6)
alternatively, for negligent misrepresentation in connection with the 2005 settlement.

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1 the Agreement contains provisions to ensure that other general unsecured creditors receive at least
2 half of the total distributions made in the first two phases of distributions made to general unsecured
3 creditors. The Agreement also effectively provides for the reimbursement by the Harris Parties to
4 the Death Row Trustee and the Knight Trustee for any distributions made to the Wasserman Firm
5 and any other claims that are based upon, derivative of, or measured by the Judgment. Therefore,
6 the Agreement further reduces the general unsecured claims against the Death Row estate by
7 providing for payment by the Harris Parties to such third party claimants (or the reduction of
8 amounts to be distributed to the Harris Parties). In view of the expense of litigating with the Harris
9 Parties, the risk of loss, and the multiple benefits to be received by the Death Row estate under the
10 Agreement, the proposed settlement with the Harris Parties is in the best interests of the estate and its
11 creditors.

12 CONCLUSION

13 For the foregoing reasons, the Death Row Trustee requests that the Court enter an order (i)
14 approving the proposed settlement with the Harris Parties and (ii) granting such further relief as the
15 Court deems just and proper.

16 Dated: May 2, 2008

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17
18 By: Steve Werth
19 Peter L. Haviland
20 Steven F. Werth
21 Everett L. Green
22 Attorneys for R. Todd Nielson, Chapter 11
23 Trustee of Debtor Death Row Records, Inc.
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KAYE SCHOLER LLP

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1999 Avenue of the Stars, Suite 1700, Los Angeles, California 90067.

On May 2, 2008, I served the following document described as **NOTICE OF MOTION AND CHAPTER 11 TRUSTEE'S MOTION FOR ORDER APPROVING SETTLEMENT WITH LYDIA HARRIS, MICHAEL HARRIS, CONQUEST MEDIA GROUP, LLC AND HELEN FRAZER AS CHAPTER 7 TRUSTEE OF LYDIA HARRIS AND MEMORANDUM OF POINTS AND AUTHORITIES** by placing a true copy of the above entitled document in a sealed envelope addressed as follows:

See Attached Service List

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X by **U.S. MAIL** (I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.)

___ by **FEDERAL EXPRESS** (causing such envelope to be delivered to the office of the addressee by overnight delivery via Federal Express or by other similar overnight delivery service.)

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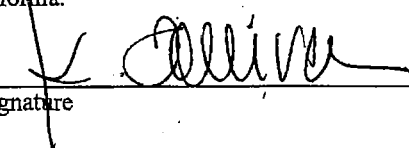
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___ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

X (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on May 2, 2008, at Los Angeles, California.

Kenneice Tolliver
Name


Signature

KAYE SCHOLER LLP

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Case Number 2:06-bk-11205-VZ

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EXHIBIT 12 B

EXHIBIT 12 B

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JUN 09 2008

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Death Row Records, Inc.*

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re

DEATH ROW RECORDS, INC.,

Debtor.

CASE NO. 2:06-bk-11205-VZ

Chapter 11.

**ORDER GRANTING CHAPTER 11
TRUSTEE'S MOTION FOR ORDER
APPROVING SETTLEMENT WITH LYDIA
HARRIS, MICHAEL HARRIS, CONQUEST
MEDIA GROUP, LLC AND HELEN FRAZER
AS CHAPTER 7 TRUSTEE OF LYDIA
HARRIS**

Date: May 27, 2008
Time: 11:00 a.m.
Place: Courtroom 1368
255 E. Temple St.
Los Angeles, CA

[PROPOSED] ORDER GRANTING CHAPTER 11 TRUSTEE'S MOTION APPROVING SETTLEMENT WITH LYDIA HARRIS, MICHAEL
HARRIS, CONQUEST MEDIA GROUP, LLC AND HELEN FRAZER AS CHAPTER 7 TRUSTEE

Kave Scholer LLP

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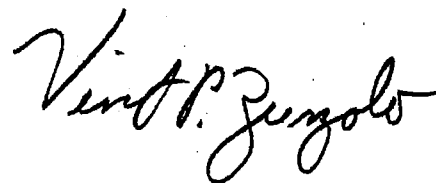
The Motion of the Chapter 11 Trustee (the "Death Row Trustee") of Death Row Records, Inc. for an Order Approving Settlement with Lydia Harris, Michael Harris, Conquest Media Group, LLC and Helen Frazer as Chapter 7 Trustee of Lydia Harris (the "Motion") (Docket No. 513) came on for hearing on May 27, 2008. Good cause appearing therefore, it is

ORDERED THAT:

1. The Motion is granted.
2. The settlement agreement ("Settlement Agreement"), attached as Exhibit A to the "Declaration Of R. Todd Neilson In Support Of Chapter 11 Trustee's Motion For An Order Approving Settlement With Lydia Harris, Michael Harris, Conquest Media Group, LLP, And Helen Frazer As Chapter 7 Trustee Of Lydia Harris" (Docket No. 514) is hereby approved.
3. The Death Row Trustee is authorized to enter into the Settlement Agreement and to take such further action and execute such documents as is required to implement its terms.

####

DATED: June 9, 2008



United States Bankruptcy Judge

Kave Scholer llb

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 1999 Avenue of the Stars, Suite 1700, Los Angeles, California 90067.

On May 23, 2008, I served the following document described as **[PROPOSED] ORDER GRANTING CHAPTER 11 TRUSTEE'S MOTION FOR ORDER APPROVING SETTLEMENT WITH LYDIA HARRIS, MICHAEL HARRIS, CONQUEST MEDIA GROUP, LLC AND HELEN FRAZER AS CHAPTER 7 TRUSTEE OF LYDIA HARRIS** by placing a true copy of the above entitled document in a sealed envelope addressed as follows:

See Attached Service List

X by U.S. MAIL (I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.)

by FEDERAL EXPRESS (causing such envelope to be delivered to the office of the addressee by overnight delivery via Federal Express or by other similar overnight delivery service.)

by PERSONAL SERVICE

by personally delivering such envelope to the addressee.

by causing such envelope to be delivered by messenger to the office of the addressee.

X (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on May 23, 2008, at Los Angeles, California.

Kenneice Tolliver

Name

/s/Kenneice Tolliver

Signature

Kave Scholer LLP

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SERVICE LIST

Chapter 11 Trustee R. Todd Neilson LECG 2049 Century Park East, Suite 2300 Los Angeles, CA 90067-3125	Attorneys for Creditors Bridgeport Music, Inc., Southfield Music, Inc., Nine Records, Inc. and Westbound Records, Inc. D'Lesli M. Davis, Esq. Fulbright & Jaworski, LLP 2200 Ross Avenue Suite 2800 Dallas, TX 75101-2784
Trustee's Financial Advisors R. Todd Neilson LECG 2049 Century Park East, Suite 2300 Los Angeles, CA 90067-3125	Pending Litigation Claimant Jeffrey Karl Calhoun 7006 Magnolia, #149 Riverside, CA 92506 UTF
Knight Trustee Richard Diamond, Esq. Danning Gill Diamond & Kollitz LLP 2029 Century Park East, Third Floor Los Angeles, CA 90067	Pending Litigation Claimant Santiago Sandy Sanguillen Kyle Sheldon Hackett, Esq. Kyle S. Hackett Law Offices 3301 Ocean Park Boulevard Suite 110 Santa Monica, CA 90405
Counsel to Knight Trustee Eric P. Israel, Esq. Danning Gill Diamond & Kollitz LLP 2029 Century Park East, Third Floor Los Angeles, CA 90067	Pending Litigation Claimant Avatar Publishing Group LLC Reginald K. Brown, Esq. Reginald K. Brown Law Offices 6080 Center Drive, 6th Floor Los Angeles, CA 90045
Counsel to Debtor Robert S. Altagen, Esq. Law Offices of Robert S. Altagen, Inc. 1111 Corporate Center Drive Suite 201 Monterey Park, CA 91754	Pending Litigation Claimants Kenneth Gilbert, Leo Gilbert, and James Kyle McMichael Carey R. Shegerian, Esq. Shegerian & Associates, Inc. 499 North Cañon Drive, Suite 201 Beverly Hills, CA 90210
United States Trustee Dare Law Office of the U.S. Trustee 725 South Figueroa Street Suite 2600 Los Angeles, CA 90017	Pending Litigation Claimants - Maria Arnaud Watkins and Beverly Broadus Green Wallace L. Mitchell, II, Esq. Kevin P. Kelley, Esq. Mitchell & Huston 4299 MacArthur Boulevard, Suite 100 Newport Beach, CA 92660 660 Baker St., Ste. 401 Costa Mesa, CA 92626-4411
Debtor Marion Knight, Jr. Marion Knight, Jr. 1617 Orchard Avenue Compton, CA 90221 UTF P. O. Box 77622 Corona, CA 92877	
Counsel to Marion Knight, Jr. Daniel J. McCarthy, Esq. Hill, Farrer & Burrill LLP One California Plaza 300 South Grand Avenue, 37th Floor Los Angeles, CA 90071-3147	

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1	Judgment Creditor - Kopple & Klinger Allan Herzlich, Esq.	Judgment Creditor -- CLS Transportation, Inc. John M. Kalajian, Esq.
2	Jerome J. Blum, Esq.	Law Offices of John M. Kalajian
3	Herzlich & Blum, LLP	P. O. Box 1690
4	15760 Ventura Boulevard Suite 2024 Encino, CA 91436-3095	Simi Valley, CA 93062-1690
5	Judgment Creditor	Judgment Creditor
6	Kopple & Klinger, LLP, etc.	Eagle Audio, Inc.
7	c/o Herzlich & Blum, LLP	911 South Main Street
8	15760 Ventura Boulevard	Ft. Worth, TX 76104
9	Suite 2024	Judgment Creditor
10	Encino, CA 91436-3095	Eagle Audio, Inc.
11	Judgment Creditor - O.C.F., Inc.	1875 Century Park East
12	Thomas A. Brackney, III, Esq.	Suite 1240
13	Freund & Brackney, LLP	Los Angeles, CA 90067
14	427 North Camden Drive	Judgment Creditor -- Eagle Audio, Inc.
15	Beverly Hills, CA 90210	Harold P. Margulies, Esq.
16	Judgment Creditor	1875 Century Park East
17	L. A. Commercial Group dba	Suite 1240
18	Continental Commercial Group	Los Angeles, CA 90067
19	317 South Brand Boulevard	Pending Litigation Claimants - Torp., Inc. dba
20	Glendale, CA 91204	Norwalk Automotive, and Torp, Inc. dba
21	Judgment Creditor -- L.A.	Cerritos Towing
22	Comercial Group dba	Teri L. Torp
23	Continental Commercial Group	16423 Pioneer Boulevard
24	Carlos D. Olivares, Esq.	Norwalk, CA 90650
25	317 South Brand Boulevard	Pending Litigation Claimant - Clear Channel
26	Glendale, CA 91204	Outdoor
27	Judgment Creditor	Richard F. Hamlin, Esq.
28	Alexander Jewelers, Inc.	Richard Hamlin Attorneys
	2089 Galleria at Tyler	7131 West Manchester Avenue
	Riverside, CA 92503	Suite 200
	Judgment Creditor -- Alexander Jewelers, Inc.	Los Angeles, CA 90045-3554
	Franklin C. Adams, Esq.	Pending Litigation Claimant - Burrelles
	Danielle Sakai, Esq.	Informations/Burrelles Press Clipping
	Best Best & Krieger LLP	Nathan H. Harris, Esq.
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	P. O. Box 1028	Richard Baumann
	Riverside, CA 92502	SulmeyerKupetz
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	CLS Transportation, Inc.	Los Angeles, CA 90071-1406
	c/o John M. Kalajian, Esq.	Committee Counsel
	P. O. Box 1690	Debra Grassgreen, Esq.
	Simi Valley, CA 93062-1690	Pachulski, Stang, Ziehl & Young LLP
		150 California Street, 15th Floor
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Kave Scholer LLP

1	Committee Counsel	Committee Member
2	Richard Gruber	Dwayne Baudy, Esq.
3	Pachulski, Stang, Ziehl & Young LLP	Law Offices of Joseph E. Porter III
4	10100 Santa Monica Boulevard	206 Third Street
5	11th Floor	Seal Beach, CA 90740
6	Los Angeles, CA 90067	
7	Committee Chair	RFSN - Attorneys for Party-in-Interest Koch
8	Amanda Metcalf, Esq.	Entertainment LP
9	Law Offices of Amanda Metcalf	Keith W. Berglund, Esq.
10	29 Marin Bay Park Court	The Berglund Group
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12		Los Angeles, CA 90049
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14	Afeni Shakur and Amaru Entertainment, Inc.	Entertainment LP
15	c/o Michael Simon, Esq.	Steven D. Wegner, Esq.
16	Akerman Senterfitt LLP	12424 Wilshire Blvd., Ste 720
17	725 South Figueroa Street	Los Angeles, CA 90025
18	38th Floor	
19	Los Angeles, CA 90017	Judgment Creditor
20	Committee Member and RFSN	Koch Entertainment Label Alliance
21	Afeni Shakur and Amaru Entertainment, Inc.	Vice President, Business and Legal Affairs
22	c/o Eric J. Farber, Esq.	740 Broadway, 7th Floor
23		New York, NY 10003
24	Pinnacle Law Group, LLP	Pending Litigation Claimant
25	425 California Street, Suite 1800	David Z. Chesnoff, Esq.
26	San Francisco, CA	Goodman & Chesnoff
27	94104	520 South Fourth Street
28		Las Vegas, NV 89101
29	Committee Member and RFSN	Pending Litigation Claimant
30	Mark L. Block, Esq.	Caterina De Silvio, Esq.
31	Christensen, Glaser, Fink, Jacobs, Weil &	Fischbein Badillo Wagner
32	Shapiro, LLP	909 Third Avenue
33	10250 Constellation Boulevard	17th Floor
34	19th Floor	New York, NY 10022
35	Los Angeles, CA 90067	
36	Committee Member and RFSN	Estate of Tupac Shakur
37	Lydia Harris	Richard S. Fischbein, Esq.
38	c/o David R. Weinstein, Esq.	Sonnenschein Nath & Rosenthal LLP
39	Sharon Z. Weiss, Esq.	1221 Avenue of the Americas
40	Weinstein, Weiss & Ordubegian LLP	New York, NY 10020-1089
41	1925 Century Park East	
42	Suite 1150	Interested Party
43	Los Angeles, CA 90067-2712	David E. Kenner, Esq.
44		Kenner Law Firm
45	Committee Member and RFSN	16000 Ventura Blvd., PH1208
46	Lydia Harris	Encino, CA 91436
47	3910 Daphne Street	
48	Houston, TX 77021	

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Kave Scholer LLP

1	Judgment Creditor Claimant	Pending Litigation Claimant - Kone, Inc.
2	Arrowhead Mountain Spring Water	Raymond I. Dyne, Esq.
3	2767 East Imperial Highway	Law Offices of Raymond I. Dyne
4	Brea, CA 92821	6355 Topanga Canyon Boulevard
5	Judgment Creditor Claimant	Suite 331
6	Paramount / Ameraycan Recording Studios	Woodland Hills, CA 91367-2100 UTF
7	6245 Santa Monica Boulevard	RFSN - Attorneys for Party-in-Interest Calvin
8	Hollywood, CA 90038	Broadus (pka Snoop Dogg)
9	Judgment Creditor Claimant	Martin S. Zohn, Esq.
10	Margery L. Melvin, Esq.	Proskauer Rose LLP
11	1249 South Diamond Bar Blvd #21	2049 Century Park East
12	Diamond Bar, CA 91765	Suite 3200
13	Pending Litigation Claimant Jevon Jones aka	Los Angeles, CA 90067-3206
14	"tha Realest"	RFSN - Attorneys for Creditor Sharitha
15	Ramiro J. Lluís, Esq.	Golden
16	Law Offices of Ramiro J. Lluís	Gary A. Starre, Esq.
17	205 South Broadway, Suite 1000	Starre, Cohn & Albaum
18	Los Angeles, CA 90012	12100 Wilshire Boulevard
19	Pending Litigation Claimant - Alshire	Suite 700
20	International, Inc.	Los Angeles, CA 90025
21	Jacqueline N. Anker, Esq.	RFSN - Attorneys for Party-in-Interest King,
22	Law Offices of Jacqueline N. Anker	Holmes, Paterno & Berliner LLP
23	29 West Anapamu Street	Howard E. King, Esq.
24	Suite 101-325	Michelle N. Jubelirer, Esq.
25	Santa Barbara, CA 93101	King, Holmes, Paterno & Berliner LLP
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27	Pending Litigation Claimant - Credit	Los Angeles, CA 90067-4506
28	Managers Association of California	RFSN - Attorneys for Creditor Wasserman,
	Michael C. McIntyre, Esq.	Comden, Casselman & Pearson, LLP
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	Santa Monica, CA 90401-1724	6080 Center Drive
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	Palm Springs, CA 92262-7228	Los Angeles, CA 90045-1574
	Pending Litigation Claimant - Diversified	RFSN - Attorneys for Creditor Wasserman,
	Acceptance Corp. dba M. Leonard &	Comden & Casselman LLP
	Associates	David L. Neale, Esq.
	Lloyd Douglas Dix, Esq.	Susan K. Seflin, Esq.
	Law Offices of Lloyd Douglas Dix, LLP	Levene, Neale, Bender, Rankin & Brill L.L.P.
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	Calabasas, CA 91302	David Casselman, Esq.
		Wasserman, Comden, Casselman, LLP
		5567 Reseda Boulevard, Suite 330
		Tarzana, CA 91356

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1	RFSN - Attorneys for Creditor Michael Ray Harris	Creditor
2	Steven M. Goldberg, Esq.	Franchise Tax Board
3	Russ August & Kabat	Attn: Bankruptcy
4	12424 Wilshire Boulevard	P.O. Box 942840
	12th Floor	Sacramento, CA 94267-0040
5	Los Angeles, CA 90025	
6	RFSN - Attorneys for Party-in-Interest Los Angeles County Treasurer and Tax Collector	Creditor
7	Bonita Sanchez, Supervisor	Harold Becks
8	Los Angeles County Treasurer and Tax Collector	3255 Wilshire Boulevard
9	P.O. Box 54110	Suite 1734
10	Los Angeles, CA 90054-0110	Los Angeles, CA 90010-1416
11	RFSN - Attorneys for Creditors Bridgeport Music Inc., Southfield Music, Inc., Westbound Records, Inc., and Nine Records, Inc.	Creditor
12	Richard S. Busch, Esq.	Dermot Givens, Esq.
13	King & Ballow	433 North Camden Drive
14	315 Union Street, Suite 1100	Suite 600
15	Nashville, TN 37201	Beverly Hills, CA 90210
16	RFSN - Attorneys for Party-In-Interest (MK Case only) Delmar Arnaud	Creditor
17	Bret D. Lewis, Esq.	Cingular Wireless
18	Law Ofc Bret D. Lewis	P.O. Box 60017
19	12304 Santa Monica Boulevard, #PH	Los Angeles, CA 90060
20	Los Angeles, CA 90025	
21	Creditor	Creditor
22	Laurence D. Strick, Esq.	Orchard Bank
23	339 N. Sycamore Avenue, #2	HSBC Card Services
24	Los Angeles, CA 90036	P.O. Box 60102
25		City of Industry, CA 91716-0102
26	Creditor	Creditor
27	Larry Nagelberg, Esq.	Nextel
28	Nagelberg & Associates	P.O. Box 740463
	10940 Wilshire Boulevard	Cincinnati, OH 45274-0463 UTF
	The Tower, Suite 2150	
	Los Angeles, CA 90024	Creditor
		Don Stabler
		Stabler & Associates, Inc.
		15250 Ventura Boulevard
		Suite 720
		Sherman Oaks, CA 91403
		UTF 3/08
		Rex Julian Bearber
		1546 Calmer Court
		Los Angeles, CA 90024
		Creditor (MK Case)
		Warner/Chappell Music, Inc.
		c/o Alan S. Gutman, Esq.
		9401 Wilshire Boulevard
		Suite 575
		Beverly Hills, CA 90212-2918

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1	Creditor	RFSN - The Harry Fox Agency, Inc.
2	Edwin McPherson	Peter M. Gilhuly, Esq.
3	McPherson & Kalmansohn	Latham & Watkins LLP
4	1801 Century Park East	633 West Fifth Street
5	25th Floor	Suite 4000
6	Los Angeles, CA 90067	Los Angeles, CA 90071
7	Party-in-Interest - Pitney Bowes Credit	RFSN - The Harry Fox Agency, Inc.
8	Corporation (DRR Case)	Christos P. Badavas
9	Melody Anderson, Esq.	The Harry Fox Agency, Inc.
10	Law Offices of Hemar & Associates	601 West 26th Street, Fifth Floor
11	2001 Wilshire Boulevard	New York, NY 10001
12	Suite 300	
13	Santa Monica, CA 90403	Creditor
14	Party-in-Interest	Michael Ray Harris
15	Remrylie Licensing, Inc.	CDC #D97093
16	Sheridan Taylor Group	San Quentin Prison
17	14724 Ventura Boulevard -- Penthouse	LEGAL MAIL
18	Sherman Oaks, CA 91403	P.O. Box D97093
19		San Quentin, CA 94974
20	Party-in-Interest	Creditor
21	Remrylie Licensing, Inc.	Rex J. Beaber, Esq.
22	Sheridan Taylor Group	1546 Calmar Court
23	14127 Ventura Boulevard	Los Angeles, CA 90024
24	Encino, CA 91423	
25	Judgment Creditor Copeland Capital Inc.	Creditor
26	Secured Parties	Alliance Portfolio
27	Copeland Capital Inc.	120 Vantis, Suite 515
28	P.O.B. 728	Aliso Viejo, CA 92656
	Park Ridge, NJ 07656	
	Judgment Creditor Valley Media, Inc.	Creditor
	James Colson, Vice President Independent	Bryan Keropian, DDS, PC
	Distribution	18607 Ventura Boulevard
	Valley Media, Inc.	Suite 206
	1280 Santa Anita Court	Tarzana, CA 91356
	Woodland, CA 95776	
	RFSN - Creditors C. Delores Tucker and	Creditor
	William Tucker	Calabasas Animal Clinic
	James Andrew Hinds, Jr., Esq.	4937 Las Virgenes Road
	Law Office of James Andrew Hinds, Jr.	Suite 101
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	Torrance, CA 90503	
	RFSN - Creditor C. Delores Tucker and	Creditor
	William Tucker	California DMV
	Richard C. Angino, Esq.	P. O. Box 942894
	Angino & Rovner, P.C.	Sacramento, CA 94294-0894
	4503 North Front Street	
	Harrisburg, PA 17110	Creditor
		Century Towing
		23679 Calabasas Road
		Suite 708
		Calabasas, CA 91320

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1. Creditor City of LA Office of Finance 2 P. O. Box 53478 3 Los Angeles, CA 90053-0478	Creditor Sunset Ranch 3400 North Beachwood Drive Hollywood, CA 90068
4 Creditor City of Miami Beach EMS 5 Attn: Bob Anderson 6 Attn: EMS 1700 Convention Ctr. Dr. Miami Beach, FL 33139	Creditor The Wilshire Condominium Assn. 10580 Wilshire Boulevard Los Angeles, CA 90024-4500 UTF 3/08
7 Creditor Estrella Chiropractic 8 530 N. Estrella Parkway, Suite C-1 Goodyear, AZ 85338	Creditor TLC 4 Dogs 348 Mission Drive Camarillo, CA 93065
9 Creditor Extremity Preservation, Inc. 10 P. O. Box 025370 11 Miami, FL 33102-5370	Judgment Creditor Priority Records LLC Security Parties Priority Records, LLC 6430 Sunset Boulevard Hollywood, CA 90028 P.O. Box 2490 Los Angeles, CA 90078
12 Harry Sendzischew, M.D. 1029 Kane Concourse 13 Bay Harbor, FL 33154	Judgment Creditor - Koch Entertainment Jeffrey M. Lowy, Esq. Mark Robinson, Esq. Lowy Law Firm 16633 Ventura Boulevard Suite 800 Encino, CA 91436
14 Creditor LA County Court Trustee 15 P. O. Box 513544 Los Angeles, CA 90051-1544	Creditor Debbie Stewart Bekins Moving & Storage 6300 Valley View Street Buena Park, CA 90620
16 Creditor Las Vegas Valley Water District 17 1001 South Valley View Boulevard 18 Las Vegas, NV 89153-0001	Creditor Jim Jentges Bekins Moving & Storage 6300 Valley View Street Buena Park, CA 90620
19 Creditor Luis Gonzalez 20 5210 Romaine Street, #4 Los Angeles, CA 90029	Creditor Paul G. Marshall The Marshall Firm, P.C. 271 Madison Avenue, 20th Floor New York, NY 10016
21 Mel & Rose Wine & Spirits 22 8344 Melrose Avenue Los Angeles, CA 90069	Creditor - Bekins Moving & Storage Richard J. Kossler, Esq. 231 East Alessandro Blvd., Suite A Riverside, CA 92508
23 Creditor Nevada Power 24 6226 West Sahara Avenue 25 Las Vegas, NV 89146-3060	
26 Creditor Southwest Gas Corp. 27 P. O. Box 98512 28 Las Vegas, NV 89193	

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1	Creditor	Party-In-Interest
2	Interscope Records	Vivienne Austin
3	2220 Colorado Avenue	3250 Wilshire Boulevard
	Santa Monica, CA 90404	Suite 1500
		Los Angeles, CA 90010
4	Creditor	Party-In-Interest
5	Rami Etessami, DDS	Eric Arima
6	9201 Sunset Boulevard	Eric H. Arima & Company, Inc.
	Suite 908	27200 Tournay Road, #211
	Los Angeles, CA 90069	Valencia, CA 91355
7	Counsel for Eagle Rock Entertainment	Party-In-Interest
8	Jeffrey Lee Costell, Esq.	Rap-A-Lot Records, Inc.
9	Costell & Cornelius Law Corporation	Jeffrey S. Shinbrot, Esq.
	1299 Ocean Avenue	Jeffrey S. Shinbrot, APLC
	Suite 400	8383 Wilshire Boulevard, Suite 1010
	Santa Monica, CA 90401	Beverly Hills, CA 90211
10	RFSN - Tammy Hawkins and Digital	Party-In-Interest
11	Revolution Holdings, Inc.	Rap-A-Lot Records, Inc.
12	Henry S. David, Esq.	Henry J. Fastoff, IV, Esq.
13	Dreier Stein Kahan Browne Woods George	Charles E. Long, Esq.
14	LLP	Stumpf, Craddock, Massey & Farrimond, P.C.
	The Water Garden	1400 Post Oak Boulevard, 4th Floor
	1620 26th, 6th Floor, North Tower	Houston, TX 77056
	Santa Monica, CA 90404	
15	RFSN - Interscope Records	Attorneys for Sharzahd Sadaghiana
16	Wayne R. Terry, Esq.	(Requested Notice)
17	Hemar, Rouso & Heald LLP	Ira Benjamin Katz, Esq.
	15910 Ventura Boulevard, 12th Floor	Law Offices of Ira Benjamin Katz
	Encino, CA 91436	1901 Avenue of the Stars, Suite 1900
		Los Angeles, CA 90067
18	RFSN - Sony BMG Music Entertainment	Sheila Lebowitz
19	Ron Weston, Esq.	County of Los Angeles
20	Senior Vice President	Child Support Services Department
	Sony BMG Music Entertainment	5701 South Easter Avenue, Suite 201
	550 Madison Avenue	Commerce, CA 90040
	New York, NY 10022-3211	
21	Party-In-Interest	OCF, Inc.
22	Ron Winter	c/o Freund & Brackey, LLP
23	Ron Winter Productions Limited	427 North Camden Drive
	No. 1 Technology Park	Beverly Hills, CA 90210
	Colindeep Lane, Colindale	
	London, NW9 6BX	Attorneys for Conquest Media
	United Kingdom	David P. Simonds, Esq.
25	Counsel for Michel'le Toussant	Channing D. Johnson, Esq.
26	Gary A. Plotkin, Esq.	Akin Gump Strauss Hauer & Feld LLP
27	Plotkin, Rapoport & Nahmias	2029 Century Park East
	16633 Ventura Boulevard, Suite 800	Suite 2400
	Encino, CA 91436-1836	Los Angeles, CA 90067-3012
28		

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1	Jeff Wernick	Creditor
2	Conquest Media, LLC	c/o Ross Weston, Esq.
3	486 N. Camden Drive	Sony BMG Music Entertainment
	Suite 272 E	550 Madison Avenue
	Beverly Hills, CA 90210	New York, NY 10022-3211
4	c/o Ben Curry, Warden	Creditor
5	California Department of Corrections and	Thad Weinlein
	Rehabilitation	Acorn Entertainment
6	Correctional Training Facility	5777 West Century Boulevard
	P. O. Box 686	10th Floor
7	Soledad, CA 93960	Los Angeles, CA 90045
		P. O. Box 81318
8	c/o Robert L. Ayers, Jr., Warden	Las Vegas, NV 89180-1318
	San Quentin State prison	
9	San Quentin, CA 94964	Creditor
		TLC4Dogs, Inc.
10	Creditor	c/o Christina S. Stokholm
	Andre Young	Law Offices of Mark Pachowicz
11	c/o Howard E. King, Esq.	771 Daily Drive, Suite 230
	1900 Avenue of the Stars	Camarillo, CA 93010
12	25th Floor	
	Los Angeles, CA 90067-4506	Creditor
13	Creditor	c/o Rex Julian Beaver, Esq.
	Employment Development Department	Wasserman, Comden, Casselman & Pearson
14	Bankruptcy Group MIC 92E	1546 Calmar Court
	P.O.B. 826880	Los Angeles, CA 90024
15	Sacramento, CA 94280-0001	RFSN - Attorneys for EverGreen Copyrights,
16	Creditor	Inc.
	Franchise Tax Board	Paul R. Glassman, Esq.
17	Special Procedures	Adam M. Starr, Esq.
	P. O. Box 2952	Greenberg Traurig, LLP
18	Sacramento, CA 95812-2952	2450 Colorado Avenue, Suite 400E
		Santa Monica, CA 90404
19	Creditor	RFSN - Attorneys for Creditor Andre Young,
	International Revenue Service	p/k/a Dr. Dre
20	Special Procedures/Bankruptcy	c/o Brian L. Davidoff, Esq.
	Room 4062, Mail Stop 5022	Duane Kumagai, Esq.
21	300 North Los Angeles Street	Rutter, Hobbs & Davidoff Incorporated
	Los Angeles, CA 90012	1901 Avenue of the Stars, Suite 1700
22		Los Angeles, CA 90067
23	Creditor	RFSN - Attorneys for Helen Ryan Frazer,
	Laffer & Gottlieb CPAS	Chapter 7 Trustee for Lydia Harris
24	9454 Wilshire Boulevard	Patrick K. McClellan, Esq.
	Suite 920	Law Offices of Patrick K. McClellan
25	Beverly Hills, CA 90212	2600 Michelson Drive, Suite 700
		Irvine, CA 92612
26	Creditor	
	Pitney Bowes Credit Corporation	
27	Attn: Recovery Department	
	27 Waterview Drive	
28	Shelton, CT 06484-4361	

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Kave Scholer LLP

1 RFSN - Chapter 7 Trustee for Lydia Harris
2 Helen Ryan Frazer, Esq.
3 Atkinson, Andelson
4 17871 Park Plaza Drive, Suite 200
5 Cerritos, CA 90703
6
7 Judgment Creditor - L. Miller
8 c/o Mark L. Block, Esq.
9 Christensen, Glaser, Fink, Jacobs Weil & Shapiro LLP
10 10250 Constellation Blvd., 19th Fl.
11 Los Angeles, CA 90067
12
13 Judgment Creditor - Gangi Studios, Inc.
14 c/o Dan M. Sakaida, Esq.
15 17328 Ventura Blvd., #327
16 Encino, Ca 91316
17
18 Judgment Creditor
19 Gangi Studios, Inc.
20 10999 Riverside Dr., Ste. 308
21 North Hollywood, CA 91602
22
23
24
25
26
27
28

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SERVICE LIST FOR ENTERED ORDER

SERVED ELECTRONICALLY

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United States Trustee
Alvin Mar
Office of the U.S. Trustee
725 South Figueroa Street, Suite 2600
Los Angeles, CA 90017

Chapter 11 Trustee
R. Todd Neilson
LECG
2049 Century Park East, Suite 2300
Los Angeles, CA 90067-3125

Attorneys for R. Todd Neilson, Chapter 11
Trustee
Steven F. Werth, Esq.
Kaye Scholer LLP
1999 Avenue of the Stars, Suite 1700
Los Angeles, CA 90067

Counsel to Knight Trustee
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Danning Gill Diamond & Kollitz LLP
2029 Century Park East, Third Floor
Los Angeles, CA 90067

Committee Counsel
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Pachulski, Stang, Ziehl & Young LLP
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San Francisco, CA 94111 4500

Knight Trustee
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Danning Gill Diamond & Kollitz LLP
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Counsel for Eagle Rock Entertainment
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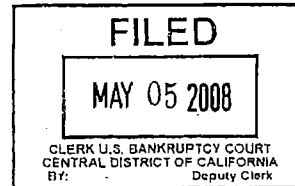
Kaye Scholer LLP

EXHIBIT 13 A

EXHIBIT 13 A

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LAW OFFICES OF PATRICK K. McCLELLAN
PATRICK K. MCCLELLAN #077352
2600 Michelson Drive, Suite 700
Irvine, CA 92612
Telephone (949)261-7615
Facsimile (949)851-2772
Proposed Attorney for Helen Ryan Frazer, Chapter 7 Trustee



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION

In re

) Case No. SV96-15521-GM
) Chapter 7
)

LYDIA HARRIS,

) **CHAPTER 7 TRUSTEE'S MOTION FOR**
) **ORDER APPROVING COMPROMISE OF**
) **CONTROVERSY; MEMORANDUM OF**
) **POINTS AND AUTHORITIES;**
) **DECLARATION OF HELEN RYAN**
) **FRAZER IN SUPPORT**
)

Debtor.

) Date: May 27, 2008
) Time: 11:00 a.m.
) Ctrm: 1368
) 255 E. Temple Street
) Los Angeles, CA 90012

TO THE HONORABLE VINCENT ZURZOLO¹, UNITED STATES BANKRUPTCY JUDGE,
DEBTOR, DEBTOR'S COUNSEL AND TO ALL CREDITORS AND PARTIES IN INTEREST:

Helen Ryan Frazer, Chapter 7 Trustee in the above-captioned case (hereinafter
"Harris Trustee"), will and hereby does move this court for an Order approving the Harris Trustee's
Compromise with Debtor Lydia Harris, Michael Ray Harris and Conquest Media Group, LLC
(hereinafter collectively "Harris Group"). This Motion will be heard together with, and is

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1 conditioned upon approval of, the motions to approve the settlement reached between the parties
2 hereto and Richard K. Diamond, as Chapter 11 Trustee for the bankruptcy estate of Marion "Suge"
3 Knight (the "Knight Trustee" and the "Knight Estate") and R. Todd Neilson, as Chapter 11 Trustee
4 for the bankruptcy estate of Death Row Records, Inc. (the "Death Row Trustee" and the "Death Row
5 Estate", respectively) (collectively the "Chapter 11 Trustees" and the "Chapter 11 Estates."
6

7 L.

8 **BACKGROUND FACTS**

9 **1. Lydia Harris' 1996 Chapter 7 Case**

10 Lydia Harris ("Lydia") filed a Chapter 7 petition in the Central District of California
11 on May 20, 1996 (SVG96-15521-GM). Helen Ryan Frazer was the Chapter 7 Trustee in the case.
12 Lydia's discharge was denied on May 8, 1997. Lydia's case was closed on December 15, 1999
13 without the administration of any assets or any distribution to her creditors.
14

15 **2. Lydia's Judgment vs. Death Row & Knight For \$107,000,000**

16
17 On or about February 26, 2002, Lydia filed a complaint before the California
18 Superior Court in Los Angeles against Death Row and Knight, commencing case no. BC 308790
19 (the "Lawsuit"). In the Lawsuit, Lydia contended, among other things, that she owned 50% of
20 Death Row's predecessor, that Death Row and Knight had defrauded her of her interest in Death
21 Row, and that Death Row and Knight thereafter slandered her. The Firm of Wasserman, Comden &
22 Castleman, LLP (the "Wasserman Firm") at all relevant times represented Lydia Harris in the
23 Lawsuit.
24

25 On or about March 9, 2005, the Superior Court entered a \$107,000,000 judgment as a
26

27 This motion has been transferred by Judge Mund to Judge Zurzolo for hearing because it is related to and
28 conditioned upon approval of compromise motions being heard by Judge Zurzolo in the Death Row Records,

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1 terminating sanction jointly against both Death Row and Knight (the "Judgment"). The Judgment
2 consists of compensatory damages of \$45 million of economic damages, \$2 million of non-economic
3 damages and \$60 million of punitive damages. No appeal was taken from the Judgment.

4 Although the Harrises divorced, Michael has asserted that the Judgment was
5 community property of the Harrises, and hence that he owns an interest in the Judgment.

6 **3. The Chapter 11 Cases of Death Row Records, Inc. and Marion "Suge" Knight, Jr.**

7 On or about April 4, 2006, Marion "Suge" Knight, Jr. ("Knight") filed a voluntary
8 petition for relief under Chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"),
9 which case is currently pending before the United States Bankruptcy Court for the Central District of
10 California (the "Bankruptcy Court"), Los Angeles Division, bearing case number 02:bk:06-11187-
11 VZ (the "Knight Case"). Richard K. Diamond serves as the Chapter 11 Trustee for the Knight Estate.
12

13 On or about April 4, 2006, Death Row Records, Inc. ("Death Row") filed a voluntary
14 petition for relief under Chapter 11 of the Bankruptcy Code, which case is currently pending before
15 the Los Angeles Division of the Bankruptcy Court, bearing case number 02:bk:06-1 1205-VZ (the
16 "Knight Case"). R. Todd Neilson serves as the Chapter 11 Trustee for the Death Row Estate
17

18 On or about October 19, 2006, Lydia filed a proof of claim in the Death Row Case in
19 the sum of \$107 million based on the Judgment, which was assigned claim no. 23 ("Lydia's Death
20 Row POC"). On or about October 19, 2006, Lydia filed a proof of claim in the Knight Case in the
21 sum of \$107 million, which was assigned claim no. 16 ("Lydia's Knight POC"). Lydia's Death Row
22 POC and Lydia's Knight POC shall be referred to hereinafter collectively as "Lydia's POCs."
23

24 On or about May 4, 2006, Michael filed a proof of claim in the Death Row Case in
25 the sum of \$117,318,631.60 based on the Judgment, which was assigned claim no. 3 (the "Michael's
26 Death Row POC"). On or about May 4, 2006, Michael filed a proof of claim in the Knight Case in
27

28 Inc. (LA06-11205-VZ) and Marion Knight, Jr. (LA06-11187-VZ) cases.

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1 the sum of \$1 17,318,631.60, which was assigned claim no.3 ("Michael's Knight POC"). Michael's
2 Death Row POC and Michael's Knight POC shall be referred to hereinafter collectively as
3 "Michael's POCs." Lydia's POCs and Michael's POCs shall be referred to hereinafter collectively as
4 the "Harris POCs."

5 On or about October 31, 2006, the Wasserman Firm filed a proof of claim against the
6 Death Row Estate in the sum of \$60,418,315.00, which was assigned claim no. 38 (the "Wasserman
7 Death Row POC"). On or about October 31, 2006, the Wasserman Firm filed a proof of claim
8 against the Knight Estate in the sum of \$60,418,315.00, which was assigned claim no. 34 (the
9 "Wasserman Knight POC"). The Wasserman Death Row POC and the Wasserman Knight POC shall
10 be referred to hereinafter collectively as the "Wasserman POCs."

12 On or about June 6, 2006, Knight as Debtor-In-Possession and Death Row as Debtor-
13 in-Possession jointly filed a complaint against the Harris before the Bankruptcy Court in the
14 Knight Case, commencing adversary proceeding no. 02:bk:06-AP-01660-VZ (the "Adversary
15 Proceeding"). In the Adversary Proceeding, Knight and Death Row sought to, among other things:
16 (1) declare that the Judgment had been compromised and fully resolved by one of several alternative
17 settlements; (2) disallow or reduce the Harris POCs under the theory of judicial estoppel; (3)
18 subordinate the compensatory damage component of the Judgment relating to Lydia's ownership in
19 Death Row pursuant to section 506(c) of the Bankruptcy Code; (4) subordinate the punitive damages
20 component of the Judgment as a penalty pursuant to section 726(a)(4) of the Bankruptcy Code; (5)
21 avoid and recover a \$1 million payment made under the Judgment as a preference pursuant to section
22 547 of the Bankruptcy Code; and (6) disallow the Harris POCs pursuant to section 502(d) of the
23 Bankruptcy Code.
24

26 **4. Lydia's Chapter 7 Case Re-Opened In 2007**

27 Although all but the slander causes of action related to events that had occurred prior
28

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1 to the Harris Petition Date, Harris failed to disclose the Lawsuit or the claims underlying the Lawsuit
2 on her bankruptcy schedules. When the Harris Trustee discovered that she had rights in and to the
3 Judgment, she reopened the Harris Case and was reappointed as Chapter 7 trustee for the Harris
4 Case. The Harris case was reassigned to Bankruptcy Judge Geraldine Mund in July 2007.

5 The Harris Trustee contends that the Judgment belongs to the Harris Estate. Lydia
6 contends that not all of the \$107,000,000 judgment was based upon claims that existed as of May 20,
7 1996 when she filed her Chapter 7 Petition, and that therefore not all of the Judgment belongs to the
8 Harris Estate.
9

10 **5. Conquest Media's Alleged Interest In Lydia's Judgment**

11 On or about March 13, 2007, Lydia and Michael Harris purportedly assigned their
12 rights in Lydia's judgment (and in the proofs of claim filed in the Chapter 11 cases) to Conquest
13 Media Group, LLC. Notwithstanding that the assignment it received from Lydia (and from Michael
14 Harris) was ineffective, on March 28, 2007 Conquest Media Group, LLC ("Conquest") filed two
15 documents entitled "Request for Issuance of Notice of Transfer of Claim Pursuant to F.R.B.P. 300
16 1(e)" ("Request for Issuance of Notice of Transfer") in the Death Row Chapter 11 case and two
17 similar documents in the Knight Chapter 11 case. By those Requests, Conquest reported that the
18 Proofs of Claim of Michael Harris and Lydia Harris in each Chapter 11 case had been assigned to
19 Conquest Media.

20 The Harris Trustee contends that Lydia's judgment is an unadministered asset in her
21 Chapter 7 case, that Lydia had no legal right to assign her interest in the judgment to Conquest and
22 that the purported assignment is of no force or effect. Lydia, Michael and Conquest contend the
23 assignments from Lydia and Michael to Conquest are valid and enforceable.

24 **II.**

25 **THE PROPOSED SETTLEMENTS IN THE CHAPTER 11 CASES**

26 Concurrently with this settlement, the Harris Trustee has entered into an Agreement
27
28

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1 and Mutual Release with the Trustees in the DRR and Knight cases, Lydia Harris, Michael Harris
2 and Conquest Media Group, LLC. Reference is hereby made to that Agreement (attached as Exhibit
3 1) for specifics. In general, that agreement provides that:

4 a. Harris Allowed Claim. The Harris Proof of Claim
5 will be allowed in both the Knight Case and the Death Row Case as
6 general unsecured claims in the amount of \$30 million (collectively the
7 "Harris Allowed Claims") and subordinated claims in the amount of \$15
8 million at the priority level provided in section 726(a)(4) of the
9 Bankruptcy Code (the "Harris Subordinated Claim").
10

11 b. Limitation on Distributions on Harris Allowed
12 Claim. "Distributions" are to the total distributions from both the Death
13 Row Estate and the Knight Estate (collectively the "Estates"), whether or
14 not the Cases later are substantively consolidated.
15

16 i. The Harris Allowed Claims (Phase 1) will share
17 equally with all other allowed general unsecured claims in the first \$10
18 million of distributions; however, distributions on account of the Harris
19 Allowed Claims (Phase 1) shall not exceed 50% of Phase 1 Unsecured
20 Claim Distributions; and distributions on account of the Harris Allowed
21 Claims (Phase 1) will not exceed \$3.5 million.
22

23 ii. For distributions to general unsecured claims in
24 excess of \$10 million up to \$20 million ("Phase 2 Unsecured Claim
25 Distributions"), the Harris Allowed Claims (Phase 2) shall share equally
26 with other allowed general unsecured claims; however, distributions on
27 account of the Harris Allowed Claims (Phase 2) shall not exceed 50% of
28

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1 Phase 2 Unsecured Claim Distributions, and the distribution on account of
2 the Harris Allowed Claims (Phase 2) will not exceed \$2 million in
3 addition to distribution applicable to the Harris Allowed Claims (Phase 1).
4 iii. To the extent of distributions to general unsecured
5 claims in excess of \$20 million ("Phase 3 Unsecured Claim
6 Distributions"), the Harris Allowed Claims (Phase 3) shall share
7 distributions equally with all other allowed general unsecured claims;
8 however, distributions on account of the Harris Allowed Claims (Phase 3)
9 shall not exceed 50% the Phase 3 Unsecured Claim Distributions. When
10 all other allowed general unsecured claims have been paid in full, not
11 including pre-petition or post-petition interest, the Harris Allowed Claims
12 (Phase 3) shall receive 100% (or shall share equally in the event of other
13 similarly negotiated claims) of the remaining Phase 3 Unsecured Claim
14 Distributions until the Harris Allowed Claims are paid in full.
15
16

17 **III.**

18 **PROPOSED SETTLEMENT IN THIS CASE**

19 Under the proposed settlement in this case (attached as Exhibit 2), the rights of Lydia,
20 Michael, Conquest and the Harris Trustee, in and to the \$107,000,000 Judgment will be settled as
21 follows:

22 1. In the event, and only in the event, the settlement proposal of February 6, 2008
23 between the parties hereto and the Chapter 11 Trustees is finalized and approved by the court in both
24 the Death Row Records, Inc. and the Marion "Suge" Knight chapter 11 cases, then Helen Ryan
25 Frazer Trustee agrees to look solely to distributions, if any, from the Knight and Death Row estates
26
27
28

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for satisfaction of the Chapter 7 estate's interest in the Judgment.²

2. The Parties agree that from the Proceeds distributed from the Knight and/or Death Row cases on account of the Harris Allowed Claim, the trustees of those estates shall pay directly to Helen Ryan Frazer Trustee, the following:

- a) The Trustee will be paid 80% of the first \$100,000 to be distributed on account of the Harris Allowed Claim;
- b) The Trustee will be paid 70% of the second \$100,000 to be distributed on account of the Harris Allowed Claim;
- c) The Trustee will be paid 60% of the third \$100,000 to be distributed on account of the Harris Allowed Claim;
- d) The Trustee will be paid 50% of any and all additional funds to be distributed on account of the Harris Allowed Claim until the first to occur of either (i) all allowed claims, including allowed administrative claims, in the Lydia Harris chapter 7 case are paid in full, or (ii) the total of Proceeds paid to Helen Ryan Frazer Trustee pursuant to this agreement reaches \$500,000.
- e) The parties agree that the claims of Wasserman, Comden, Casselman & Pearson ("Wasserman Firm") and Mark Friedman ("Friedman") are post petition obligations and the sole responsibility of Lydia Harris, not her bankruptcy estate. Lydia Harris agrees to hold the Trustee and her bankruptcy estate harmless from any diminution in payments to her estate that occur because of disbursements made from the Knight and/or DRR Chapter 11 cases on account of Proofs of Claims filed therein by Wasserman and/or Friedman.

IV.

THE COURT SHOULD APPROVE THE PROPOSED SETTLEMENT
IN THIS CASE BECAUSE IT IS IN THE BEST INTERESTS OF THE ESTATE.

Bankruptcy Rule 9019(a) provides that:

² Pursuant to the Settlements reached between the parties in the DRR and Knight cases, the Harris Claim will be allowed as a general unsecured claim in the amount of \$30,000,000 and as a subordinated claim in the amount of \$15,000,000. See Exhibit 1.

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1 "On motion by the trustee and after a hearing on notice to creditors, the debtor and
2 indenture trustee as provided in Rule 2002(a) and to such other persons as the court
3 may designate, the court may approve a compromise or settlement."

4 In deciding whether to approve a settlement, the court must determine whether the settlement
5 is in the best interest of the estate. In re Bell & Beckwith 77 B.R. 606 (Bankr.N.D.Ohio 1987).

6 In evaluating the proposed compromise, the court should consider the probability of success
7 in litigation, the complexity of the litigation, the expense, inconvenience and the delay as a result of
8 the litigation as well as the interest of creditors. In re A & C Properties 784 F.2d 1377 (9th Cir.
9 1986).

10 The court is not required to decide questions of law and fact in dispute based on the evidence
11 presented to the court, but to review the issues to see whether the "settlement falls below the lowest
12 point in a range of reasonableness." In re Teletronics Service, Inc. 762 F.2d 189 (2nd Cir. 1985).

13 Applying the standards set forth above to the matter before the court, the Harris Trustee
14 believes that the compromise is fair to the parties involved and to the creditors of the estate.
15 Considering the number and complexity of the issues that exist between the parties hereto, the time
16 and expense of litigating them would be tremendous. Even after the expenditure of time and
17 resources required to litigate the various disputes, there is no assurance that the estate would be
18 successful in establishing its various positions. In addition to the substantial cost and delay
19 associated with pursuing the estate's claims, there is the uncertainty of collecting upon any judgment
20 ultimately obtained, particularly where the judgment debtors are currently in Chapter 11. The
21 proposed compromise is reasonable and rational considering these issues and the settlement is in the
22 best interest of the estate and its creditors.

23
24 V.

25 **CONCLUSION**

26 For the foregoing reasons, the Trustee respectfully requests that the court enter and order:

27 (1) Approving the Settlement Agreement entered into between the Trustee and the other
28

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1 parties thereto;

2 (2) Authorizing the Trustee to take all actions necessary, including but not limited to
3 executing the documents required to effect the settlement; and

4 (3) Granting such other and further relief as the court deems proper.
5

6 Dated: May 2, 2008

LAW OFFICE OF PATRICK K. McCLELLAN

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By: 

PATRICK K. McCLELLAN
Attorney for Chapter 7 Trustee
HELEN RYAN FRAZER

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DECLARATION OF HELEN RYAN FRAZER

I, HELEN RYAN FRAZER, declare as follows:

1. I am an attorney duly licensed to practice law in the State of California and in the Bankruptcy Court for the Central District of California. I am the Chapter 7 Trustee for the estate of LYDIA HARRIS, Debtor.

2. Lydia Harris ("Lydia") filed a Chapter 7 petition in the Central District of California on May 20, 1996 (SVG96-15521-GM). I was appointed as the Chapter 7 Trustee in the case. Lydia's discharge was denied on May 8, 1997. Lydia's case was closed on December 15, 1999 without the administration of any assets or any distribution to her creditors.

3. On or about February 26, 2002, Lydia filed a complaint before the California Superior Court in Los Angeles against Death Row and Knight, commencing case no. BC 308790 (the "Lawsuit"). In the Lawsuit, Lydia contended, among other things, that she owned 50% of Death Row, that Death Row and Knight had defrauded her of her interest in Death Row, and that Death Row and Knight thereafter slandered her. The Firm of Wasserman, Comden & Castleman, LLP (the "Wasserman Firm") at all relevant times represented Lydia Harris in the Lawsuit.

4. On or about March 9, 2005, the Superior Court entered a \$107,000,000 judgment as a terminating sanction jointly against both Death Row and Knight (the "Judgment"). The Judgment consists of compensatory damages of \$45 million of economic damages, \$2 million of non-economic damages and \$60 million of punitive damages. No appeal was taken from the Judgment. Although the Harrises divorced, Michael has asserted that the Judgment was community property of the Harrises, and hence that he owns an interest in the Judgment.

5. On or about April 4, 2006, Marion "Suge" Knight, Jr. ("Knight") filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the "Bankruptcy

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Code”), which case is currently pending before the United States Bankruptcy Court for the Central District of California (the “Bankruptcy Court”), Los Angeles Division, bearing case number 02:bk:06-11187-VZ (the “Knight Case”). Richard K. Diamond serves as the Chapter 11 Trustee for the Knight Estate.

6. On or about April 4, 2006, Death Row Records, Inc. (“Death Row”) filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, which case is currently pending before the Los Angeles Division of the Bankruptcy Court, bearing case number 02:bk:06-11205-VZ (the “Knight Case”). R. Todd Neilson serves as the Chapter 11 Trustee for the Death Row Estate

7. On or about October 19, 2006, Lydia filed a proof of claim in the Death Row Case in the sum of \$107 million based on the Judgment, which was assigned claim no. 23 (“Lydia’s Death Row POC”). On or about October 19, 2006, Lydia filed a proof of claim in the Knight Case in the sum of \$107 million, which was assigned claim no. 16 (“Lydia’s Knight POC”). Lydia’s Death Row POC and Lydia’s Knight POC shall be referred to hereinafter collectively as “Lydia’s POCs.”

8. On or about May 4, 2006, Michael filed a proof of claim in the Death Row Case in the sum of \$117,318,631.60 based on the Judgment, which was assigned claim no. 3 (the “Michael’s Death Row POC”). On or about May 4, 2006, Michael filed a proof of claim in the Knight Case in the sum of \$117,318,631.60, which was assigned claim no. 3 (“Michael’s Knight POC”). Michael’s Death Row POC and Michael’s Knight POC shall be referred to hereinafter collectively as “Michael’s POCs.” Lydia’s POCs and Michael’s POCs shall be referred to hereinafter collectively as the “Harris POCs.”

9. On or about October 31, 2006, the Wasserman Firm filed a proof of claim against the Death Row Estate in the sum of \$60,418,315.00, which was assigned claim no. 38 (the “Wasserman Death Row POC”). On or about October 31, 2006, the Wasserman Firm filed a proof of

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1 claim against the Knight Estate in the sum of \$60,418,315.00, which was assigned claim no. 34 (the
2 "Wasserman Knight POC"). The Wasserman Death Row POC and the Wasserman Knight POC shall
3 be referred to hereinafter collectively as the "Wasserman POCs."

4 10. On or about June 6, 2006, Knight as Debtor-In-Possession and Death Row as
5 Debtor-in-Possession jointly filed a complaint against the Harrises before the Bankruptcy Court in
6 the Knight Case, commencing adversary proceeding no. 02:bk:06-AP-01660-VZ (the "Adversary
7 Proceeding"). In the Adversary Proceeding, Knight and Death Row sought to, among other things:
8 (1) declare that the Judgment had been compromised and fully resolved by one of several alternative
9 settlements; (2) disallow or reduce the Harris POCs under the theory of judicial estoppel; (3)
10 subordinate the compensatory damage component of the Judgment relating to Lydia's ownership in
11 Death Row pursuant to section 506(c) of the Bankruptcy Code; (4) subordinate the punitive damages
12 component of the Judgment as a penalty pursuant to section 726(a)(4) of the Bankruptcy Code; (5)
13 avoid and recover a \$1 million payment made under the Judgment as a preference pursuant to section
14 547 of the Bankruptcy Code; and (6) disallow the Harris POCs pursuant to section 502(d) of the
15 Bankruptcy Code.
16

17
18 11. Although all but the slander causes of action related to events that had
19 occurred prior to the Harris Petition Date, Harris failed to disclose the Lawsuit or the claims
20 underlying the Lawsuit on her bankruptcy schedules. When I discovered that the estate had rights in
21 and to the Judgment, I moved to reopen the Harris Case and was reappointed as Chapter 7 trustee for
22 the Harris Case. The Harris case was reassigned to Bankruptcy Judge Geraldine Mund in July 2007.
23

24 12. As Lydia Harris' Trustee I contend that the Judgment belongs to the Harris
25 Estate. Lydia contends that not all of the \$107,000,000 judgment was based upon claims that existed
26 as of May 20, 1996 when she filed her Chapter 7 Petition, and that therefore not all of the Judgment
27 belongs to the Harris Estate.
28

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13. On or about March 13, 2007, Lydia and Michael Harris purportedly assigned their rights in Lydia's judgment (and in the proofs of claim filed in the Chapter 11 cases) to Conquest Media Group, LLC. Notwithstanding that the assignment it received from Lydia (and from Michael Harris) was ineffective, on March 28, 2007 Conquest Media Group, LLC ("Conquest") filed two documents entitled "Request for Issuance of Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)" ("Request for Issuance of Notice of Transfer") in the Death Row Chapter 11 case and two similar documents in the Knight Chapter 11 case. By those Requests, Conquest reported that the Proofs of Claim of Michael Harris and Lydia Harris in each Chapter 11 case had been assigned to Conquest Media.

14. As Lydia Harris' Trustee, I contend that Lydia's judgment is an unadministered asset in her Chapter 7 case, that Lydia had no legal right to assign her interest in the judgment to Conquest and that the purported assignment is of no force or effect. Lydia, Michael and Conquest contend the assignments from Lydia and Michael to Conquest are valid and enforceable.

15. Concurrently with this settlement, as Lydia Harris' Trustee, I have entered into an Agreement and Mutual Release with the Trustees in the DRR and Knight cases, Lydia Harris, Michael Harris and Conquest Media Group, LLC (Exhibit 1 hereto). Reference is hereby made to that Agreement for specifics. In general, that agreement provides that:

a. Harris Allowed Claim. The Harris Proof of Claim will be allowed in both the Knight Case and the Death Row Case as general unsecured claims in the amount of \$30 million (collectively the "Harris Allowed Claims") and subordinated claims in the amount of \$15 million at the priority level provided in section 726(a)(4) of the Bankruptcy Code (the "Harris Subordinated Claim").

b. Limitation on Distributions on Harris Allowed

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1 Claim. "Distributions" are to the total distributions from both the Death
2 Row Estate and the Knight Estate (collectively the "Estates"), whether or
3 not the Cases later are substantively consolidated.

4 i. The Harris Allowed Claims (Phase 1) will share
5 equally with all other allowed general unsecured claims in the first \$10
6 million of distributions; however, distributions on account of the Harris
7 Allowed Claims (Phase 1) shall not exceed 50% of Phase 1 Unsecured
8 Claim Distributions; and distributions on account of the Harris Allowed
9 Claims (Phase 1) will not exceed \$3.5 million.

10 ii. For distributions to general unsecured claims in
11 excess of \$10 million up to \$20 million ("Phase 2 Unsecured Claim
12 Distributions"), the Harris Allowed Claims (Phase 2) shall share equally
13 with other allowed general unsecured claims; however, distributions on
14 account of the Harris Allowed Claims (Phase 2) shall not exceed 50% of
15 Phase 2 Unsecured Claim Distributions, and the distribution on account of
16 the Harris Allowed Claims (Phase 2) will not exceed \$2 million in
17 addition to distribution applicable to the Harris Allowed Claims (Phase 1).

18 iii. To the extent of distributions to general unsecured
19 claims in excess of \$20 million ("Phase 3 Unsecured Claim
20 Distributions"), the Harris Allowed Claims (Phase 3) shall share
21 distributions equally with all other allowed general unsecured claims;
22 however, distributions on account of the Harris Allowed Claims (Phase 3)
23 shall not exceed 50% the Phase 3 Unsecured Claim Distributions. When
24 all other allowed general unsecured claims have been paid in full, not
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1 including pre-petition or post-petition interest, the Harris Allowed Claims
2 (Phase 3) shall receive 100% (or shall share equally in the event of other
3 similarly negotiated claims) of the remaining Phase 3 Unsecured Claim
4 Distributions until the Harris Allowed Claims are paid in full.

5 16. Under the proposed settlement in this case a copy of which is attached as
6 Exhibit 2, the rights of Lydia, Michael, Conquest and the Harris Trustee, in and to the \$107,000,000
7 Judgment will be settled as follows:

8
9 A. In the event, and only in the event, the settlement proposal of February
10 6, 2008 between the parties hereto and the Chapter 11 Trustees is finalized and approved by
11 the court in both the Death Row Records, Inc. and the Marion "Suge" Knight chapter 11
12 cases, then Helen Ryan Frazer Trustee agrees to look solely to distributions, if any, from the
13 Knight and Death Row estates for satisfaction of the Chapter 7 estate's interest in the
14 Judgment.³

15 B. The Parties agree that from the Proceeds distributed from the Knight
16 and/or Death Row cases on account of the Harris Allowed Claim, the trustees of those estates
17 shall pay directly to Helen Ryan Frazer Trustee, the following:

- 18
19 1) The Trustee will be paid 80% of the first \$100,000 to be
20 distributed on account of the Harris Allowed Claim;
21 2) The Trustee will be paid 70% of the second \$100,000 to be
22 distributed on account of the Harris Allowed Claim;
23 3) The Trustee will be paid 60% of the third \$100,000 to be
24 distributed on account of the Harris Allowed Claim;
25

26
27 ³ Pursuant to the Settlements reached between the parties in the DRR and Knight cases, the Harris Claim will
28 be allowed as a general unsecured claim in the amount of \$30,000,000 and as a subordinated claim in the
amount of \$15,000,000. See Exhibit ____.

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1 4) The Trustee will be paid 50% of any and all additional funds to
2 be distributed on account of the Harris Allowed Claim until the first to occur
3 of either (i) all allowed claims, including allowed administrative claims, in the
4 Lydia Harris chapter 7 case are paid in full, or (ii) the total of Proceeds paid to
5 Helen Ryan Frazer Trustee pursuant to this agreement reaches \$500,000.

6 5) The parties agree that the claims of Wasserman, Comden,
7 Casselman & Pearson ("Wasserman Firm") and Mark Friedman
8 ("Friedman") are post petition obligations and the sole responsibility of Lydia
9 Harris, not her bankruptcy estate. Lydia Harris agrees to hold the Trustee and
10 her bankruptcy estate harmless from any diminution in payments to her estate
11 that occur because of disbursements made from the Knight and/or DRR
12 Chapter 11 cases on account of Proofs of Claims filed therein by Wasserman
13 and/or Friedman.

14
15 17. I believe the settlement is in the best interest of the creditors in this estate for
16 several reasons. First, it brings to a conclusion what would be a complicated, time consuming and
17 expensive group of adversary proceedings that would be required to resolve the numerous competing
18 claims to the \$107,000,000 judgment. Second, it resolves this estate's claim and gives the estate an
19 interest in the judgment, thereby eliminating the risks and uncertainties of litigation, wherein the
20 possibility exists that the estate could be denied any such interest. Third, approval of the global
21 settlement in the Death Row Records and Marion Knight cases, which is a condition of this
22 settlement, will finally resolve numerous adversary proceedings and claim objections in those cases,
23 bringing to a halt the further incurring of attorneys' fees and costs associated with the continued
24 prosecution thereof. Fourth, the payments to be made to this estate under this settlement have the
25 possibility of generating sufficient funds, depending on the sales price of the DRR and Knight assets,
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1 to result in a significant distribution to creditors. For each of these reasons I believe the
2 settlement is in the best interest of creditors and should be approved.

3 I declare under penalty of perjury under the laws of the United States that the foregoing is
4 true and correct. Executed on May 2, 2008 at Cerritos, California.

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7 HELEN RYAN FRAZER
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Exhibit 1

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AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (the "AGREEMENT") is made effective as of February 6, 2008, by and between Richard K. Diamond, as Chapter 11 Trustee for the bankruptcy estate of Marion "Suge" Knight (the "KNIGHT TRUSTEE" and the "KNIGHT ESTATE") and R. Todd Neilson, as Chapter 11 Trustee for the bankruptcy estate of Death Row Records, Inc. (the "DEATH ROW TRUSTEE" and the "DEATH ROW ESTATE", respectively) (collectively the "TRUSTEES" and the "ESTATES", respectively), on the one hand; and LYDIA Harris ("LYDIA") and Michael Ray Harris ("MICHAEL") (collectively "M & L HARRIS"), Conquest Media Group, LLC ("CONQUEST") and any and all of their assignees or successors (CONQUEST and M & L HARRIS collectively are referred to hereinafter collectively as "CONQUEST/HARRIS") and Helen R. Frazer as Chapter 7 trustee for LYDIA (the "HARRIS CHAPTER 7 TRUSTEE"), on the other hand. The parties are sometimes hereafter referred to collectively as the "PARTIES" or each individually as a "PARTY".

RECITALS

This AGREEMENT is entered into with reference to the following facts:

A. On or about April 4, 2006, Marion "Suge" Knight, Jr. ("KNIGHT") filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the "BANKRUPTCY CODE"), which case is currently pending before the United States Bankruptcy Court for the Central District of California (the "BANKRUPTCY COURT"), Los Angeles Division, bearing case number 02:bk:06-11187-VZ (the "KNIGHT CASE"). Richard K. Diamond serves as the Chapter 11 Trustee for the estate of the KNIGHT CASE.

B. On or about April 4, 2006, Death Row Records, Inc. ("DEATH ROW") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, which case is currently pending before the Los Angeles Division of the BANKRUPTCY COURT, bearing case number 02:bk:06-11205-VZ (the "DEATH ROW CASE"). R. Todd Neilson serves as the Chapter 11 Trustee for the estate of the DEATH ROW CASE.

C. On or about February 26, 2002, LYDIA filed a complaint before the California Superior Court in Los Angeles against DEATH ROW and KNIGHT, commencing case no. BC 268857 (the "LAWSUIT"). In the LAWSUIT, LYDIA contended, among other things, that she owned 50% of an entity known as Godfather Entertainment, the parent company to Death Row Records, a company different from DEATH ROW, that DEATH ROW and KNIGHT had defrauded her of the prospective economic benefits of her interest in DEATH ROW, and that DEATH ROW and KNIGHT thereafter slandered her (collectively the "KNIGHT/DRR CLAIMS"). The Firm of Wasserman, Comden & Castleman, LLP (the "WASSERMAN FIRM") at all relevant times through approximately April or May 2005 represented LYDIA in the LAWSUIT.

D. On or about March 9, 2005, the Superior Court entered a \$107,000,000 judgment as a terminating sanction jointly against both DEATH ROW and KNIGHT (the "JUDGMENT"). The JUDGMENT consists of compensatory damages of \$45 million of economic damages, \$2 million of non-economic damages and \$60 million of punitive damages. No appeal was taken from the JUDGMENT.

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E. On or about May 17, 1996 ("LYDIA'S PETITION DATE"), LYDIA filed a voluntary petition for relief under Chapter 7 of the BANKRUPTCY CODE before the San Fernando Valley Division of the BANKRUPTCY COURT, which was assigned case no. 01:bk:96-15521-AG (the "HARRIS CHAPTER 7 CASE" and the "HARRIS ESTATE").

F. The HARRIS CHAPTER 7 CASE was filed approximately 6 years prior to the filing of the LAWSUIT, and LYDIA did not list the KNIGHT/DRR CLAIMS on her bankruptcy schedules. The HARRIS CHAPTER 7 TRUSTEE later discovered that the HARRIS CHAPTER 7 CASE may have rights in and to the JUDGMENT at which time, the HARRIS CHAPTER 7 TRUSTEE was reappointed as trustee of the HARRIS CHAPTER 7 CASE, which was thereafter reassigned to Bankruptcy Judge Geraldine Mund in July 2007.

G. M & L HARRIS are divorced, however, the family law court in Monterey has jurisdiction over the M & L HARRIS divorce case with respect to property issues still in dispute. The family law court entered a judgment in the family law matter declaring the JUDGMENT to be community property; however the issue of the allocation of the JUDGMENT between M & L HARRIS has not yet been adjudicated.

H. On or about October 19, 2006, LYDIA filed a proof of claim in the DEATH ROW CASE in the sum of \$107 million based on the JUDGMENT, which was assigned claim no. 23 ("LYDIA'S DEATH ROW POC"). On or about October 19, 2006, LYDIA filed a proof of claim in the KNIGHT CASE in the sum of \$107 million, which was assigned claim no. 16 ("LYDIA'S KNIGHT POC"). LYDIA'S DEATH ROW POC and LYDIA'S KNIGHT POC shall be referred to hereinafter collectively as "LYDIA'S POCS."

I. On or about May 4, 2006, MICHAEL filed a proof of claim in the DEATH ROW CASE in the sum of \$117,318,631.60 based on the JUDGMENT, which was assigned claim no. 3 (the "MICHAEL'S DEATH ROW POC"). On or about May 4, 2006, MICHAEL filed a proof of claim in the KNIGHT CASE in the sum of \$117,318,631.60, which was assigned claim no. 3 ("MICHAEL'S KNIGHT POC"). MICHAEL'S DEATH ROW POC and MICHAEL'S KNIGHT POC shall be referred to hereinafter collectively as "MICHAEL'S POCS." LYDIA'S POCS and MICHAEL'S POCS shall be referred to hereinafter collectively as the "HARRIS POCS."

J. On or about October 31, 2006, the WASSERMAN FIRM filed a proof of claim against the DEATH ROW ESTATE in the sum of \$60,418,315.00, which was assigned claim no. 38 (the "WASSERMAN DEATH ROW POC"). On or about October 31, 2006, the WASSERMAN FIRM filed a proof of claim against the KNIGHT ESTATE in the sum of \$60,418,315.00, which was assigned claim no. 34 (the "WASSERMAN KNIGHT POC"). The WASSERMAN DEATH ROW POC and the WASSERMAN KNIGHT POC shall be referred to hereinafter collectively as the "WASSERMAN POCS."

K. On or about June 6, 2006, KNIGHT as Debtor-In-Possession and DEATH ROW as Debtor-in-Possession jointly filed a complaint against M & L HARRIS before the BANKRUPTCY COURT in the KNIGHT CASE, commencing adversary proceeding no. 02:bk:06-AP-01660-VZ (the "ADVERSARY PROCEEDING"). In the ADVERSARY PROCEEDING, KNIGHT and DEATH ROW sought to, among other things: (1) declare that the JUDGMENT had been compromised and fully resolved by one of several alternative

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settlements; (2) disallow or reduce the HARRIS POCS under various theories, including judicial estoppel; (3) subordinate the compensatory damage component of the JUDGMENT relating to LYDIA's ownership in DEATH ROW pursuant to section 506(c) of the BANKRUPTCY CODE; (4) subordinate the punitive damages component of the JUDGMENT as a penalty pursuant to section 726(a)(4) of the BANKRUPTCY CODE; (5) avoid and recover a \$1 million payment made under the JUDGMENT as a preference pursuant to section 547 of the BANKRUPTCY CODE and as a fraudulent conveyance pursuant to sections 544 and 548 of the BANKRUPTCY CODE; and (6) disallow the HARRIS POCS pursuant to section 502(d) of the BANKRUPTCY CODE. M & L HARRIS filed a motion to dismiss the ADVERSARY PROCEEDING which resulted in the BANKRUPTCY COURT abstaining from ruling on certain state law claims for relief, granting dismissal with leave to amend other claims, and staying all claims pending before the BANKRUPTCY COURT.

L. On or about July 3, 2006, M & L HARRIS filed a complaint against KNIGHT commencing adversary proceeding no. 02-bk:06-AP-01809-VZ, seeking to determine that the JUDGMENT represents a non-dischargeable debt under section 523 of the BANKRUPTCY CODE (the "HARRIS 523 PROCEEDING"). Thereafter, the BANKRUPTCY COURT stayed the HARRIS 523 PROCEEDING to track the ADVERSARY PROCEEDING.

M. M & L HARRIS state that they assigned the JUDGMENT to CONQUEST, and M & L HARRIS each filed notices of the assignment of the HARRIS POCS in both of the Cases to CONQUEST and filed Notice of the Assignment of the JUDGMENT in the Los Angeles Superior Court case.

N. The TRUSTEES substituted into the Adversary Proceeding as co-plaintiffs.

O. In or about August 2007, the BANKRUPTCY COURT ordered the PARTIES to participate in mediation, and the PARTIES since then have participated in numerous mediation sessions before United States Bankruptcy Judge Mitchel R. Goldberg.

P. In order to eliminate the need for further litigation costs, the PARTIES stipulated and stated on the record on February 6, 2008 before the Honorable Mitchell R. Goldberg terms and conditions of settlement in order to settle completely and forever all disputes, claims, actions, causes of action, demands, damages and liabilities between them. The PARTIES set forth in this AGREEMENT the formal terms of their settlement.

Q. NOW THEREFORE, in consideration of the promises, mutual obligations and undertakings set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

1. Recitals: The Recitals are intended to be and are a part of the AGREEMENT and are incorporated herein.

2. Settlement Effective Date and Approval Process:

a. After execution of this AGREEMENT, the TRUSTEES and the HARRIS CHAPTER 7 TRUSTEE shall each file motions seeking entry of orders in their respective cases approving the AGREEMENT (collectively the "Approval Orders"). Each of the

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PARTIES shall fully and actively support the respective motions for entry of the Approval Orders.

b. The effective date of this AGREEMENT (the "Effective Date") shall mean the first day that is not less than eleven calendar days following the date of entry of the last of the Approval Orders to be entered that is not a Saturday, Sunday or legal holiday as defined in Federal Rule of Bankruptcy Procedure 9006 (a "Business Day"). If an appeal is taken and a stay issued, the Effective Date shall be the first Business day following the date on which the last of the Approval Orders to be entered becomes final, i.e., the date on which no further appeals or other review of the Approval Orders can be taken. In the event that the TRUSTEES or the HARRIS CHAPTER 7 TRUSTEE are unable to obtain the entry of Approval Orders in their respective cases, (a) the AGREEMENT shall automatically be deemed void *ab initio*, and (b) all rights, claims and defenses shall be preserved as they existed on February 6, 2008, and (c) the PARTIES reserve and retain all rights, claims and/or defenses each of them might have had prior to entry into this AGREEMENT.

3. Terms of Settlement:

a. HARRIS Allowed Claim. The HARRIS POCS will be allowed in both the KNIGHT CASE and the DEATH ROW CASE as general unsecured claims in the amount of \$30 million (collectively the "HARRIS ALLOWED CLAIM") and subordinated claims in the amount of \$15 million at the priority level provided in section 726(a)(4) of the BANKRUPTCY CODE (collectively the "HARRIS SUBORDINATED CLAIM"). Any claim of CONQUEST/HARRIS in excess of the HARRIS ALLOWED CLAIM and the HARRIS SUBORDINATED CLAIM is disallowed in its entirety.

b. Limitation on Distributions on Account of HARRIS ALLOWED CLAIM. For the purpose of this settlement, references to "distributions" are to the total distributions from both the DEATH ROW ESTATE and the KNIGHT ESTATE, whether or not the Cases later are substantively consolidated. If the Cases are not substantively consolidated, the allocation of distributions from the ESTATES on account of the HARRIS ALLOWED CLAIM, as provided herein, will be coordinated to assure that CONQUEST/HARRIS receives the same economic value as contemplated herein.

i. The HARRIS ALLOWED CLAIM (Phase 1) will share *pari passu* with all other allowed general unsecured claims, to the extent of the first \$10 million of distributions to holders of all general unsecured claims ("PHASE 1 UNSECURED CLAIM DISTRIBUTIONS"), provided, however, that in no event shall distributions on account of the HARRIS ALLOWED CLAIM (Phase 1) exceed 50% of PHASE 1 UNSECURED CLAIM DISTRIBUTIONS; and provided, further, that notwithstanding anything to the contrary contained herein, distributions on account of the HARRIS ALLOWED CLAIM (Phase 1) will not exceed \$3.5 million.

ii. To the extent of distributions to general unsecured claims in excess of \$10 million up to \$20 million ("PHASE 2 UNSECURED CLAIM DISTRIBUTIONS"), the HARRIS ALLOWED CLAIM (Phase 2) shall share *pari passu* with all other allowed general unsecured claims (reduced, in each case, by the amount of distributions received on account of PHASE 1 UNSECURED CLAIMS DISTRIBUTIONS); provided

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however, that in no event shall distributions on account of the HARRIS ALLOWED CLAIM (Phase 2) exceed 50% of PHASE 2 UNSECURED CLAIM DISTRIBUTIONS, and provided, further, that, notwithstanding anything to the contrary contained herein, until all other allowed general unsecured claims have been paid in full, not including surplus interest, the distribution on account of the HARRIS ALLOWED CLAIM (Phase 2) will not exceed \$2 million in addition to the distribution applicable to the HARRIS ALLOWED CLAIM (Phase 1).

iii. To the extent of distributions to general unsecured claims in excess of \$20 million ("Phase 3 Unsecured Claim Distributions"), the HARRIS ALLOWED CLAIM (Phase 3) shall share distributions *pari passu* with all other allowed general unsecured claims (reduced, in each case, by the amount of distributions received on account of PHASE 1 UNSECURED CLAIM DISTRIBUTIONS and PHASE 2 UNSECURED CLAIM DISTRIBUTIONS), provided, however, that in no event shall distributions on account of the HARRIS ALLOWED CLAIM (Phase 3) exceed 50% the Phase 3 Unsecured Claim Distributions. When all other allowed general unsecured claims have been paid in full, not including pre-petition or post-petition interest, the HARRIS ALLOWED CLAIM (Phase 3) shall receive 100% (or shall share *pari passu* in the event of other similarly negotiated claims) of the remaining Phase 3 Unsecured Claim Distributions until the HARRIS ALLOWED CLAIM are paid in full (exclusive of surplus interest).

iv. The HARRIS SUBORDINATED CLAIM shall be paid pursuant to the priority afforded by § 726(a)(4) of the BANKRUPTCY CODE.

c. Wasserman POCS. CONQUEST/HARRIS will have responsibility for informing the WASSERMAN FIRM of the settlement. Unless the WASSERMAN FIRM consents to a distribution agreement with CONQUEST/HARRIS and withdraws the Wasserman POCS, CONQUEST/HARRIS, the TRUSTEES and/or the HARRIS CHAPTER 7 TRUSTEE may file an objection to the Wasserman POCS. The Wasserman POCS and any other claim filed by the WASSERMAN FIRM against either of the ESTATES shall either be disallowed in their entirety or, if the Court enters an order allowing the Wasserman POCS, any distribution thereon shall be the responsibility of CONQUEST/HARRIS, and CONQUEST/HARRIS agrees to indemnify the ESTATES and the TRUSTEES against any claims by the WASSERMAN FIRM for which the ESTATES would otherwise be responsible upon entry of a Court order to that effect. Any distribution from the ESTATES due the WASSERMAN FIRM shall be credited against the distributions due CONQUEST/HARRIS pursuant to this AGREEMENT.

d. Other Related Proofs of Claim. CONQUEST/HARRIS will have responsibility for any amounts due Mark Friedman and any other person or entity whose claim is based upon, derivative of or measured by the JUDGMENT (including without limitation current and former counsel for M & L HARRIS and CONQUEST and any purported assignment of the JUDGMENT) (collectively "Friedman") which shall be payable, if at all, from their respective shares of the proceeds of the claims and JUDGMENT. CONQUEST/HARRIS agrees to indemnify the ESTATES and the TRUSTEES against any claims by any such party for which the ESTATES would otherwise be responsible upon entry of a Court order to that effect. Any distributions from the ESTATES due Friedman shall be credited against the amounts due CONQUEST/HARRIS pursuant to this AGREEMENT.

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e. Avoidance of Liens. If there are any judgment or other liens on property of either or both of the ESTATES in favor of CONQUEST/HARRIS, the HARRIS CHAPTER 7 TRUSTEE, Friedman or the WASSERMAN FIRM (or any of their successors or assignees), such liens are deemed avoided. CONQUEST/HARRIS and the HARRIS CHAPTER 7 TRUSTEE agree that they will not, sell, transfer, assign or encumber, in whole or in part, the HARRIS ALLOWED CLAIM or the HARRIS SUBORDINATED CLAIM unless agreed upon in writing by all three of them and the TRUSTEES, or by order of the Court.

f. Rights of HARRIS CHAPTER 7 TRUSTEE. The HARRIS CHAPTER 7 TRUSTEE will promptly seek approval of the settlement as set forth herein by the BANKRUPTCY COURT in the HARRIS CHAPTER 7 CASE. The HARRIS CHAPTER 7 TRUSTEE will receive such portion of the distribution on account of the HARRIS ALLOWED CLAIM (and the HARRIS SUBORDINATED CLAIM) as set forth above as shall be independently agreed by the HARRIS CHAPTER 7 TRUSTEE and CONQUEST/HARRIS. The Harris Chapter 7 Estate will have no independent claim in either of the Cases, although it is acknowledged that the HARRIS CHAPTER 7 TRUSTEE shall remain a party in interest in both cases.

g. Dismissal of 523 Claims against KNIGHT. Within 15-business day after the Effective Date, M & L HARRIS agree to dismiss with prejudice the HARRIS 523 PROCEEDING.

h. No Credit Bidding for HARRIS ALLOWED CLAIM. Neither the HARRIS ALLOWED CLAIM nor the HARRIS SUBORDINATED CLAIM may be used by CONQUEST/HARRIS as part of the consideration for any bid for or acquisition of any of the assets of either or both of the ESTATES.

4. Dismissal of the Adversary Proceeding. Within 15 business days after the Effective Date, the ADVERSARY PROCEEDING will be dismissed with prejudice by the parties thereto, with said parties to bear their own attorneys' fees and costs.

5. Right to Object to Claims. CONQUEST/HARRIS, or their successors or assignees, shall have the right to object to other claims and oppose any proposed settlement of other proofs of claims. CONQUEST/HARRIS (including whoever among M & L HARRIS, CONQUEST, any successor or assignee is then the holder of the HARRIS POCS) shall vote affirmatively for any plan of reorganization or plan of liquidation that provides for the treatment of the HARRIS ALLOWED CLAIM and the HARRIS SUBORDINATED CLAIM as provided in this AGREEMENT; provided, however that M & L HARRIS may vote against any plan of reorganization under which pre-petition holders of equity in the DEATH ROW CASE or the KNIGHT CASE retain or receive any interest in either Estate on account of such pre-petition equity before the HARRIS ALLOWED CLAIM and the HARRIS SUBORDINATED CLAIM have been paid in full. For purposes of this paragraph, the retention by KNIGHT or DEATH ROW of the following shall not relieve M & L HARRIS of their obligation to vote to accept the plans: (a) exempt property; (b) that portion of the post-petition income described under that certain Order (1) on Motion of Child Support Services Department Interstate Division to Dismiss Debtor's Chapter 11 Case; and (2) Approving Settlement Stated on Record entered in the KNIGHT CASE on or about November 28, 2007; (c) property abandoned by either of the

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TRUSTEES; (d) claims sold by the KNIGHT TRUSTEE or the DEATH ROW TRUSTEE on or before April 4, 2008 with Court approval; and/or (e) the proceeds of any of the above.

6. Representations. CONQUEST/HARRIS represent and warrant that:

a. Subject to paragraph 8 below, CONQUEST holds all right, title and interest in the HARRIS POCS and the JUDGMENT subject to the Assignment and Assumption Agreement between CONQUEST and LYDIA dated March 13, 2007, and the Assignment and Assumption Agreement between CONQUEST and MICHAEL dated March 13, 2007, and the agreement between CONQUEST, LYDIA and MICHAEL entered on February 5, 2008 which, includes, among other things a reservation of rights between MICHAEL, LYDIA and CONQUEST.

b. each of the CONQUEST/HARRIS parties has full authority to enter into this AGREEMENT;

c. there are no liens or claims against the HARRIS POCS or the JUDGMENT, except for those held by the WASSERMAN FIRM, Mark Friedman, and current and prior counsel for M & L HARRIS and CONQUEST, all of which will be deemed satisfied as against both of the ESTATES under the terms of this AGREEMENT; and

d. it is not necessary for M & L HARRIS to obtain approval of this AGREEMENT from the Monterey County Superior Court in the M & L HARRIS marital dissolution proceeding bearing case no. DR 43369 (the "MARITAL DISSOLUTION ACTION").

7. Signatures. The signatures of all PARTIES to this AGREEMENT, including the signatures of M & L HARRIS, shall be notarized.

8. Future Assignments.

a. Notwithstanding any provisions in any claim assignment agreements between M & L HARRIS and CONQUEST, in the event of any reversion of the HARRIS POCS and/or the JUDGMENT from CONQUEST (or its successor or assignee) to M & L HARRIS or either of them, M & L HARRIS will be deemed to be successors to CONQUEST and will be bound in the same manner as CONQUEST pursuant to the terms of this AGREEMENT.

b. In the event that the court in the MARITAL DISSOLUTION ACTION has any jurisdiction to determine the allocation between M & L HARRIS of any distributions on account of the HARRIS POCS from the ESTATES pursuant to this AGREEMENT, M & L HARRIS agree that M & L HARRIS shall have sole responsibility to obtain approval of that allocation, and that the TRUSTEES and the ESTATES shall not have any obligations in that regard. M & L HARRIS further agree that this AGREEMENT is fully enforceable and binding regardless of any possible requirement that said court in the marital

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dissolution action allocate said distributions or otherwise approve this AGREEMENT in any manner whatsoever.

9. Releases:

a. The KNIGHT TRUSTEE's Release. In consideration of the terms and provisions of and subject to this AGREEMENT, the sufficiency of which is acknowledged by the execution of this AGREEMENT, as of the Effective Date, the KNIGHT TRUSTEE, on behalf of the KNIGHT ESTATE, does hereby fully and forever relieve, release, and discharge CONQUEST/HARRIS, the HARRIS ESTATE, and the HARRIS CHAPTER 7 TRUSTEE, and any and all representatives thereof, of any and all debts, liabilities, demands, obligations, assertions, contentions, arbitrations, promises, acts, contracts, costs, expenses, attorneys' fees, claims, damages, actions, causes of actions, claims for relief, and/or lawsuits, in law or in equity that were made or could have been made in or in response to the Adversary Proceeding, from the beginning of time through the Effective Date of this AGREEMENT, known or unknown, suspected or unsuspected, fixed or contingent.

b. The DEATH ROW TRUSTEE's Release. In consideration of the terms and provisions of and subject to this AGREEMENT, the sufficiency of which is acknowledged by the execution of this AGREEMENT, as of the Effective Date, the DEATH ROW TRUSTEE, on behalf of the DEATH ROW ESTATE, does hereby fully and forever relieve, release, and discharge CONQUEST/HARRIS, the HARRIS ESTATE and the HARRIS CHAPTER 7 TRUSTEE, and any and all representatives thereof, of any and all debts, liabilities, demands, obligations, assertions, contentions, arbitrations, promises, acts, contracts, costs, expenses, attorneys' fees, claims, damages, actions, causes of actions, claims for relief, and/or lawsuits, in law or in equity that were made or could have been made in or in response to the Adversary Proceeding, from the beginning of time through the Effective Date of this AGREEMENT, known or unknown, suspected or unsuspected, fixed or contingent. The release hereby granted is effective only as of the Effective Date, and expressly subject to the term provisions and conditions stated in this AGREEMENT, and shall not be effective until each of those conditions is satisfied.

c. The CONQUEST/HARRIS Releases. In consideration of the terms and provisions of and subject to this AGREEMENT, the sufficiency of which is acknowledged by the execution of this AGREEMENT, as of the Effective Date, CONQUEST/HARRIS does hereby fully and forever relieve, release, and discharge the DEATH ROW TRUSTEE, the DEATH ROW ESTATE, the KNIGHT TRUSTEE, the KNIGHT ESTATE, the HARRIS ESTATE and the HARRIS CHAPTER 7 TRUSTEE, and any and all representatives thereof, of any and all debts, liabilities, demands, obligations, assertions, contentions, arbitrations, promises, acts, contracts, costs, expenses, attorneys' fees, claims, damages, actions, causes of actions, claims for relief, and/or lawsuits, in law or in equity, from the beginning of time through the Effective Date of this AGREEMENT, known or unknown, suspected or unsuspected, fixed or contingent.

d. The HARRIS CHAPTER 7 TRUSTEE's Release. In consideration of the terms and provisions of and subject to this AGREEMENT, the sufficiency of which is acknowledged by the execution of this AGREEMENT, as of the Effective Date, the HARRIS CHAPTER 7 TRUSTEE does hereby fully and forever relieve, release, and discharge

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the DEATH ROW TRUSTEE, the DEATH ROW ESTATE, the KNIGHT TRUSTEE and the KNIGHT ESTATE, and any and all representatives thereof, of any and all debts, liabilities, demands, obligations, assertions, contentions, arbitrations, promises, acts, contracts, costs, expenses, attorneys' fees, claims, damages, actions, causes of actions, claims for relief, and/or lawsuits, in law or in equity, from the beginning of time through the Effective Date of this AGREEMENT, known or unknown, suspected or unsuspected, fixed or contingent.

e. Effect of Releases. The releases granted above in sub-paragraphs 9(a) through (d) are effective only as of the Effective Date, and expressly subject to the term provisions and conditions stated in this AGREEMENT, and shall not be effective until each of those conditions is satisfied.

f. General Release: The PARTIES expressly waive any and all rights under Section 1542 of the Civil Code of the State of California, or any other federal or state statutory or common law rights or rules similar to Section 1542. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The PARTIES expressly waive and release any right or benefit which they have or may have under Section 1542, or any similar law or rule of any jurisdiction, to the full extent that they may waive all such right and benefits pertaining to the matters released in this AGREEMENT. In connection with such waiver and relinquishment, the PARTIES acknowledge that they are aware that they may subsequently discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released in this AGREEMENT. Nevertheless, it is the intention of each PARTY to this AGREEMENT, through this AGREEMENT, and with the advice of counsel, fully, finally, and forever to settle and release all such matters and all such claims relative to these matters which do now exist, may exist, or previously have existed between the PARTIES. In furtherance of such intention, the releases given by this AGREEMENT shall be and remain in effect as full and complete releases of such matters notwithstanding the discovery or existence of any such additional different claims or facts relative to such matters.

10. Continuing Jurisdiction of the BANKRUPTCY COURT: This AGREEMENT is subject to and contingent upon the approval by the BANKRUPTCY COURT in the DEATH ROW CASE, the KNIGHT CASE, and the HARRIS CHAPTER 7 CASE. The BANKRUPTCY COURT shall have exclusive jurisdiction to determine as a core proceeding any dispute or controversy with respect to the interpretation or enforcement of this AGREEMENT.

11. Attorney's Fees: The PARTIES to this AGREEMENT agree to bear all of their own attorney's fees and costs incurred in connection with the Adversary Proceeding and the negotiation, preparation, execution, delivery, and performance of this AGREEMENT.

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12. Disputes: In the event any PARTY to this AGREEMENT makes a claim or raises a defense against the other PARTY involving the interpretation or enforcement of this AGREEMENT and/or the obligations hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees, expenses, and costs incurred in enforcing this AGREEMENT.

13. Severability: If any paragraph, term, or provision of this AGREEMENT shall be held or determined to be unenforceable by a court or tribunal of competent jurisdiction, the same shall be deemed severable from this AGREEMENT and the balance of this AGREEMENT shall continue in full force and effect. The PARTIES agree that if such paragraph, term, or provision is deemed invalid as written, it shall be deemed valid and enforceable to the fullest extent permitted by law.

14. Entire Agreement: This AGREEMENT, with its Exhibits, constitutes a single, integrated written contract expressing the entire agreement of the PARTIES hereto concerning subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any PARTY to this AGREEMENT, except as specifically set forth herein. All prior agreements, discussions, and negotiations, whether oral or written, have been and are merged and integrated into, and are entirely superseded by this AGREEMENT.

15. Joint Preparation: The PARTIES agree that this AGREEMENT shall be deemed to have been prepared by all of the PARTIES jointly, and no ambiguity shall be resolved against any PARTY on the premise that it was responsible for drafting this AGREEMENT, in whole or in part.

16. Representations and Warranties: The PARTIES hereto represent and warrant that each signatory hereto has the full right and authority to enter into this AGREEMENT and bind the PARTY on whose behalf he or it has executed this AGREEMENT, except for constraints imposed upon the TRUSTEES and the HARRIS CHAPTER 7 TRUSTEE by the BANKRUPTCY CODE.

17. Binding Agreement: This AGREEMENT shall bind and shall inure to the benefit of successors and assigns of each PARTY. With respect to each of the individual PARTIES, this AGREEMENT shall also bind and inure to the benefit of his or her heirs and assigns. With respect to each of the entity PARTIES, this AGREEMENT shall also bind and inure to the benefit of any parent, affiliate, predecessor-in-interest, successor-in-interest, or assign. With respect to each of the PARTIES that are bankruptcy trustees, this AGREEMENT shall also inure to the benefit of and bind any successor or assignee, whether by sale, assignment, transfer under a plan of reorganization or conversation of the DEATH ROW CASE and/or the KNIGHT CASE to a Chapter 7 case under the BANKRUPTCY CODE, or otherwise.

18. Governing Law: This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of California and any disputes arising out of this AGREEMENT shall be brought only in BANKRUPTCY COURT, which shall have exclusive jurisdiction of any and all such disputes as a core matter.

19. Counterparts: This AGREEMENT may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, but

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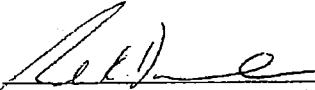
such counterparts together shall constitute but one and the same instrument and agreement.
Facsimile signatures may be used and shall be deemed to be original signatures for all purposes.

THE PARTIES TO THIS AGREEMENT FURTHER STATE THAT THEY
HAVE CAREFULLY READ THIS AGREEMENT, THAT IT HAS BEEN FULLY
EXPLAINED TO THEM BY THEIR ATTORNEYS, THAT THEY FULLY
UNDERSTAND ITS FULL AND BINDING EFFECT, THAT THE ONLY
PROMISES MADE TO THEM TO INDUCE THEM TO SIGN THIS AGREEMENT
ARE THOSE CONTAINED IN THIS AGREEMENT, AND THAT THEY ARE
SIGNING THIS AGREEMENT VOLUNTARILY.

IN WITNESS OF THIS AGREEMENT, the PARTIES and their respective counsel have
approved and executed this AGREEMENT on the dates set forth opposite their respective
signatures.

Dated: April 2, 2008

CHAPTER 11 TRUSTEE OF THE MARION
"SUGE" KNIGHT ESTATE

By: 
Richard K. Diamond, Chapter 11 Trustee
of the Marion "Suge" Knight, Jr. Estate

Dated: April __, 2008

CHAPTER 11 TRUSTEE OF THE DEATH
ROW RECORDS, INC. ESTATE

By: _____
R. Todd Neilson, Chapter 11 Trustee of the
Death Row Records, Inc. Estate

Dated: April __, 2008

LYDIA HARRIS

Lydia Harris

Dated: April __, 2008

MICHAEL RAY HARRIS

Michael Ray Harris

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Main Document Page 31 of 51

such counterparts together shall constitute but one and the same instrument and agreement.
Facsimile signatures may be used and shall be deemed to be original signatures for all purposes.

THE PARTIES TO THIS AGREEMENT FURTHER STATE THAT THEY
HAVE CAREFULLY READ THIS AGREEMENT, THAT IT HAS BEEN FULLY
EXPLAINED TO THEM BY THEIR ATTORNEYS, THAT THEY FULLY
UNDERSTAND ITS FULL AND BINDING EFFECT, THAT THE ONLY
PROMISES MADE TO THEM TO INDUCE THEM TO SIGN THIS AGREEMENT
ARE THOSE CONTAINED IN THIS AGREEMENT, AND THAT THEY ARE
SIGNING THIS AGREEMENT VOLUNTARILY.

IN WITNESS OF THIS AGREEMENT, the PARTIES and their respective counsel have
approved and executed this AGREEMENT on the dates set forth opposite their respective
signatures.

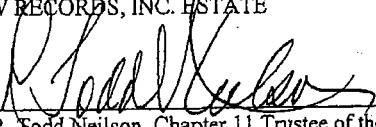
Dated: April __, 2008

CHAPTER 11 TRUSTEE OF THE MARION
"SUGE" KNIGHT ESTATE

By: _____
Richard K. Diamond, Chapter 11 Trustee
of the Marion "Suge" Knight, Jr. Estate

Dated: April 27, 2008

CHAPTER 11 TRUSTEE OF THE DEATH
ROW RECORDS, INC. ESTATE

By: 
R. Todd Neilson, Chapter 11 Trustee of the
Death Row Records, Inc. Estate

Dated: April __, 2008

LYDIA HARRIS

Lydia Harris

Dated: April __, 2008

MICHAEL RAY HARRIS

Michael Ray Harris

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2812421744

Sugar Creek

02:07:01 p.m.

05-02-2008

2/3

such counterparts together shall constitute but one and the same instrument and agreement.
Facsimile signatures may be used and shall be deemed to be original signatures for all purposes.

THE PARTIES TO THIS AGREEMENT FURTHER STATE THAT THEY
HAVE CAREFULLY READ THIS AGREEMENT, THAT IT HAS BEEN FULLY
EXPLAINED TO THEM BY THEIR ATTORNEYS, THAT THEY FULLY
UNDERSTAND ITS FULL AND BINDING EFFECT, THAT THE ONLY
PROMISES MADE TO THEM TO INDUCE THEM TO SIGN THIS AGREEMENT
ARE THOSE CONTAINED IN THIS AGREEMENT, AND THAT THEY ARE
SIGNING THIS AGREEMENT VOLUNTARILY.

IN WITNESS OF THIS AGREEMENT, the PARTIES and their respective counsel have
approved and executed this AGREEMENT on the dates set forth opposite their respective
signatures.

Dated: April __, 2008

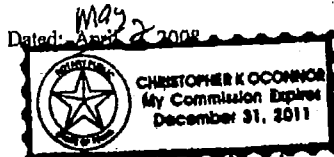
CHAPTER 11 TRUSTEE OF THE MARION
"SUGE" KNIGHT ESTATE

By: _____
Richard K. Diamond, Chapter 11 Trustee
of the Marion "Suge" Knight, Jr. Estate

Dated: April __, 2008

CHAPTER 11 TRUSTEE OF THE DEATH
ROW RECORDS, INC. ESTATE

By: _____
R. Todd Neilson, Chapter 11 Trustee of the
Death Row Records, Inc. Estate



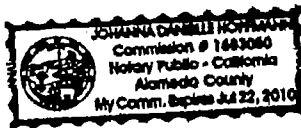
LYDIA HARRIS

Lydia Harris
Lydia Harris

Dated: April 11 2008

Christopher K. O'Connor
MICHAEL RAY HARRIS

Michael Ray Harris
Michael Ray Harris



Macintosh HD:Users:nikki:Documents:QuickMail Pro Data:-Attachments:KNIGHT FINAL HARRJ--
1005076106:KNIGHT FINAL HARRIS SETTLEM.DO

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Apr 16 2008 8:21

HP LASERJET FRX

8188179411

p.12

Dated: April 15, 2008

CONQUEST MEDIA GROUP, LLC

By: Alvin Brown

Title: Chairman

Its Duly Authorized Representative

See attached for intsig

Dated: April __, 2008

CHAPTER 7 TRUSTEE OF THE LYDIA
HARRIS ESTATE

By: Hix

Helen Ryan Frizer, Chapter 7 Trustee of the
Lydia Harris Estate

APPROVED AS TO FORM:

Dated: April __, 2008

KAYE SCHOLER LLP

By: _____

Ronald L. Leibow, Esq.
Counsel to R. Todd Neilson as Chapter 11
Trustee for Death Row Records, Inc.

Dated: April __, 2008

DANNING, GILL, DIAMOND & KOLLITZ,
LLP

By: _____

Eric P. Israel, Esq.
Counsel to Richard K. Diamond as Chapter
11 Trustee for Marion "Suge" Knight, Jr.

Dated: April 15, 2008

AKIN, GUMP, STRAUS, HAUER & FELD,
LLP

By: Peter J. Gurfain

Peter J. Gurfain, Esq.
Counsel to Conquest Media Group, LLC

Case 1:96-bk-15521-GM Doc 100 Filed 05/05/08 Entered 05/07/08 13:00:41 Desc
Main Document Page 34 of 51

Dated: April __, 2008

CONQUEST MEDIA GROUP, LLC

By: _____

Title: _____

Its Duly Authorized Representative

Dated: April __, 2008

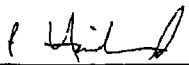
CHAPTER 7 TRUSTEE OF THE LYDIA
HARRIS ESTATE

By: _____
Helen Ryan Frazer, Chapter 7 Trustee of the
Lydia Harris Estate

APPROVED AS TO FORM:

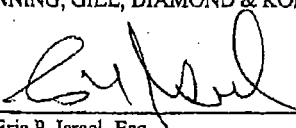
Dated: April 10, 2008

KAYE SCHOLER LLP

By:  _____
Ronald L. Leibow, Esq. ~~PETER KAVILAND~~
Counsel to R. Todd Neilson as Chapter 11
Trustee for Death Row Records, Inc.

Dated: April 30, 2008

DANNING, GILL, DIAMOND & KOLLITZ,
LLP

By:  _____
Eric P. Israel, Esq.
Counsel to Richard K. Diamond as Chapter
11 Trustee for Marion "Suge" Knight, Jr.

Dated: April __, 2008

AKIN, GUMP, STRAUS, HAUER & FELD,
LLP

By: _____
Peter J. Gurfein, Esq.
Counsel to Conquest Media Group, LLC

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05/02/2008 13:08 949851: Main Document Page 35 of 51
PATRICK K. MCCL

PAGE 02/02

Dated: April __, 2008

WEINSTEIN, WEISS & ORDUBEGIAN LLP

By: _____
Sharon Z. Weiss, Esq.
Counsel to Lydia Harris

Dated: April 30, 2008

RUSS AUGUST & KABAT, LLP

By: _____
Steven M. Goldberg,
Counsel to Michael Ray Harris

^{atty}
Dated: April 2, 2008

LAW OFFICES OF PATRICK K.
MCLELLAN

By: _____
Patrick K. McClellan,
Counsel to Helen Ryan Frazer, Chapter 7
Trustee of the Lydia Harris bankruptcy estate

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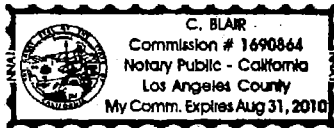
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On April 21, 2008 before me, C. Blair Notary Public

personally appeared Richard K. Diamond



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature C. Blair
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Corporate Officer — Title(s): _____ | <input type="checkbox"/> Corporate Officer — Title(s): _____ |
| <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General | <input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General |
| <input type="checkbox"/> Attorney in Fact | <input type="checkbox"/> Attorney in Fact |
| <input type="checkbox"/> Trustee | <input type="checkbox"/> Trustee |
| <input type="checkbox"/> Guardian or Conservator | <input type="checkbox"/> Guardian or Conservator |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Other: _____ |

Signer Is Representing: _____ Signer Is Representing: _____

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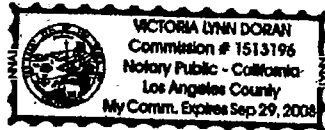
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On April 24, 2008 before me, Victoria Lynn Doran
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared R. Todd Neilson
Name(s) of Signer(s)

☒ personally known to me
☒ proved to me on the basis of satisfactory
evidence



to be the person(s) whose name(s) is/are
subscribed to the within instrument and
acknowledged to me that he/she/they executed
the same in his/her/their authorized
capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

Victoria Lynn Doran
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement & Mutual Release

Document Date: _____ Number of Pages: 14

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: R. Todd Neilson

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☒ Trustee
☐ Guardian or Conservator
☐ Other: _____



Signer Is Representing: Bankruptcy Estate of Death Row Records

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2812421744

Sugar Creek

02:07:16 p.m.

05-02-2008

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TEXAS ORDINARY CERTIFICATE OF ACKNOWLEDGMENT		CIVIL PRACTICE & REMEDIES CODE § 121.007
State of Texas	County of <u>Fort Bend</u>	
Before me, <u>Christopher K. O'Connor</u> , on this		
day personally appeared <u>LYDIA HARRIS</u>		
Name of Signer		
<input type="checkbox"/> known to me	Name of Credible Witness	
<input type="checkbox"/> proved to me on the oath of _____	Name of Credible Witness	
<input checked="" type="checkbox"/> proved to me through <u>TOL 124439</u>	Description of Identity Card or Document	
to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.		
Given under my hand and seal of office this		
<u>2</u> day of <u>May</u> , A.D. <u>2008</u>	Signature of Notary Public	
<u>Christopher K O'Connor</u>		
Signature of Notary Public		
OPTIONAL		
Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.		
Description of Attached Document		
Title or Type of Document: <u>Agreement and Mutual Release</u>		
Document Date: <u>May 2, 2008</u>	Number of Pages: <u>14</u>	
Signer(s) Other Than Named Above: _____		
RIGHT OF SIGNER Top of thumb here		

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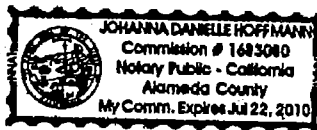
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Maine

On April 11, 2008 before me, Johanna D. Hoffmann
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Michael Ray Harris
Name(s) of Signer(s)

- ☒ personally known to me
☒ (or proved to me on the basis of satisfactory evidence)



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement and Mutual Release

Document Date: April 11, 2008 Number of Pages: 13

Signer(s) Other Than Named Above: Richard K. Diamond, R. Todd Neilson, Lydia Harris,
Imaginet Media Group, Helen Ryan Frazer, Ronald L. Leibow, Eric P. Emel, Peter J. Gurfen,
Shawn Z. Weiss

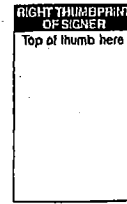
Capacity(ies) Claimed by Signer(s)

- Signer's Name: Michael Ray Harris
☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____



Signer Is Representing: _____

- Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____



Signer Is Representing: _____

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Apr 16 2008 9:21

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p. 13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 4/15/08 before me, Sam Jazayeri, Notary Public

personally appeared Alvin G. Brown



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Sam Jazayeri

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement and Mutual Release

Document Date: 4/15/08 Number of Pages: 14

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

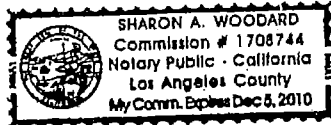
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ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On May 1, 2008 before me, Sharon A. Woodard, Notary Public, personally appeared Helen Ryan Frazer, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



(Seal)

WITNESS my hand and official seal.

Sharon A. Woodard
SIGNATURE OF NOTARY

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Exhibit 2

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AGREEMENT REGARDING RECOVERY
OF ASSETS FROM DEATH ROW RECORDS, INC.
AND MARION "SUGE" KNIGHT CHAPTER 11 CASES

This agreement is entered into between Helen Ryan Frazer, Chapter 7 Trustee of the bankruptcy estate of Lydia E. Harris ("Trustee"); Lydia E. Harris, Debtor ("Lydia"), Michael Ray Harris ("Michael") and Conquest Media Group, LLC ("Conquest").

RECITALS

WHEREAS, Lydia Harris ("Lydia") filed a Chapter 7 petition in the Central District of California on May 20, 1996 (SVG96-1552 1-GM). Helen Ryan Frazer ("Trustee Frazer") was the Chapter 7 Trustee in the case. Lydia's case was closed on December 15, 1999 without the administration of any assets; and

WHEREAS Lydia filed a complaint in Los Angeles County Superior Court on February 26, 2002, case number BC 268857, asserting various claims for relief against Death Row Records, Inc. ("DRR"), Marion "Suge" Knight, Jr., ("Knight") and others; and

WHEREAS on March 9, 2005 Lydia was awarded a judgment in the Superior Court case in the amount of \$107,000,000.00 against DRR and Knight; and

WHEREAS, Michael Ray Harris ("Michael"), the Debtor's ex-husband, asserts a community property interest in the Judgment and any proceeds flowing therefrom; and

WHEREAS, on April 4, 2006 DRR and Knight filed Voluntary Petitions under Chapter 11 on or about April 4, 2006; and

WHEREAS Lydia and Michael each filed proofs of claim in the DRR and Knight chapter 11 cases based on the respective interest in the Judgment (the "Proofs of Claim"), which Proofs of Claim Lydia and Michael states were sold and assigned to Conquest Media Group, LLC

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on or about March 15, 2007 (the "Assignment"); and

WHEREAS by Order filed August 21, 2007, Lydia's case was re-opened; and

WHEREAS, Trustee Frazer contends that the Judgment is based on claims arising prior to Lydia's bankruptcy case and which belong to Lydia's bankruptcy estate, which contention is disputed by Lydia, Michael and Conquest; and

WHEREAS Trustee Frazer contends that the purported assignment of the Judgment by Lydia to Conquest is invalid and/or void, which contention is disputed by Lydia, Michael and Conquest; and

WHEREAS, on February 6, 2008 the parties hereto entered into a separate settlement proposal with the trustees of the DRR and Knight Chapter 11 cases which settlement proposal, if approved, will give the parties to this agreement an allowed claim (the "Harris Allowed Claim") in the DRR and Knight Chapter 11 cases on terms more specifically provided for in that settlement proposal (the "Chapter 11 Settlement"); and

WHEREAS the within agreement is reached to resolve the dispute between the parties as to their respective rights in the judgment and any recovery resulting therefrom.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein, it is agreed as follows by the Parties, subject to the approval of the United States Bankruptcy Court in case SVG96-1552 1-GM, that:

1. In the event, and only in the event, the Chapter 11 Settlement is finalized and approved by the court in both the DRR and Knight estates, then Trustee Frazer agrees to look solely to distributions, if any, from the DRR and/or Knight bankruptcy estates for satisfaction of Lydia Harris Chapter 7 estate's interest in the Judgment, as provided for in this Agreement.

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2. The Parties agree that, until the first to occur of either (i) all allowed claims, including allowed administrative claims, in the Lydia Harris chapter 7 case are paid in full, or (ii) the total of Proceeds paid to Helen Ryan Frazer Trustee pursuant to this agreement reaches \$500,000, from the Proceeds distributed from the Knight and/or DRR cases on account of the Harris Allowed Claim the DRR and/or Knight Trustees (or their authorized agent, as the case may be), shall pay directly to Trustee Frazer, the following:

- a) 80% of the first \$100,000 to be distributed on account of the Harris Allowed Claim;
- b) 70% of the second \$100,000 to be distributed on account of the Harris Allowed Claim;
- c) 60% of the third \$100,000 to be distributed on account of the Harris Allowed Claim;
- d) 50% of any and all additional funds to be distributed on account of the Harris Allowed Claim.
- e) Trustee Frazer shall account to Lydia Harris, Michael Harris, and Conquest upon receipt of each distribution from the Trustee, which accounting shall set forth the amount received; the application of such funds, and the total remaining claims (including administrative claims) to be paid in the Lydia Harris Chapter 7 estate.
- f) Trustee Frazer shall notify the DRR and Knight estates when all amounts due hereunder have been received by the Lydia Harris Chapter 7 estate, and shall thereafter direct that further payments from the DRR estate of the Knight estate be paid to the holder of the Harris Allowed Claims under the Chapter 11 Settlement. Thereafter, any distributions paid to Trustee Frazer shall be held in trust by Trustee Frazer in favor of, and promptly remitted by Trustee Frazer to, the holder of the Harris Allowed Claims.
- g) The parties agree that the claims of Wasserman, Comden, Casselman & Pearson ("Wassermann Firm") and Mark Friedman ("Friedman") are post petition obligations in the Lydia Harris Chapter 7 case and the sole responsibility of Lydia Harris, not her bankruptcy estate. Lydia Harris agrees to hold the Trustee and her bankruptcy estate harmless from any diminution in payments to her estate that occur because of disbursements made from the Knight and/or DRR Chapter 11 cases on account of Proofs of Claims filed therein by Wasserman and/or Friedman.

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3. Effective upon the entry of a final order approving the Chapter 11 Settlement in both the DRR and Knight chapter 11 cases that is not subject to stay pending appeal, and upon the entry of a final order approving this Agreement that is not subject to stay pending appeal, Trustee Frazer, on behalf of herself, her agents, employees, attorneys, officers and directors hereby releases and discharges Lydia E. Harris, Michael Ray Harris and Conquest Media Group, LLC, their respective agents, employees, attorneys, officers and directors (in their capacities as representatives of the Lydia Harris, Michael Ray Harris and/or Conquest Media Group, LLC) from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable, which the Trustee now has or hereafter may have against Lydia Harris, Michael Ray Harris and/or Conquest Media Group, LLC, arising from or related to this chapter 7 proceeding and the Judgment.

4. Effective upon the entry of a final order approving the Chapter 11 Settlement in both the DRR and Knight chapter 11 cases that is not subject to stay pending appeal, and upon the entry of a final order approving this Agreement that is not subject to stay pending appeal Lydia Harris, Michael Ray Harris and Conquest Media Group, LLC, by and on behalf of themselves, their agents, employees, attorneys, officers and directors hereby release and discharge Helen Ryan Frazer Trustee and her respective agents, employees, attorneys, officers and directors (in their capacities as representatives of the Trustee) from any and all claims, counterclaims, rights, demands, costs, damages, losses, liabilities, attorneys' fees, actions and causes of action whatsoever, whether known or unknown, liquidated, unliquidated, fixed, contingent, material, immaterial, disputed, undisputed, legal or equitable, which they now have or hereafter may have against the Trustee arising from or related to this chapter 7 proceeding and the Judgment.

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5. Each of the Parties further understands that California Civil Code section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

6. Each of the Parties hereto expressly waives the provisions and protections of Section 1542 of the California Civil Code. Each of the Parties hereto acknowledges that it has been advised by counsel as to the significance of a waiver of Section 1542 as it applies to unknown claims, and that the waivers herein are made knowingly and voluntarily. Each of the Parties hereto further acknowledges that, to the extent it has not fully investigated or does not know about any facts, events or circumstances occurring at any time in the past through the Effective Date of this Agreement, those unknown facts, events and circumstances, and in particular, any and all unknown claims arising out of them, are hereby expressly waived and released.

7. Lydia, Michael and Conquest agree that they shall not use the Harris Allowed Claim as a credit in any way in an effort to acquire the assets of the DRR and/or Knight bankruptcy estates without Trustee Frazer's prior written consent.

8. Each party shall bear its own attorneys' fees and costs incurred in connection with this settlement. If either party becomes involved in further legal proceedings against the other to enforce such parties' respective rights or interests under this Agreement, the prevailing party will be entitled to receive reasonable attorneys' fees incurred in connection with any such proceeding from the other party.

9. This agreement, including all covenants and agreements contained herein, shall inure to and be binding upon the heirs, representatives, executors, successors and assigns of

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the respective parties.

10. This Agreement embodies the entire agreement between the parties with respect to the transactions contemplated hereby.

11. The provisions of this Agreement cannot be waived except by a written agreement of the party against whom a waiver shall be asserted.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties hereby expressly consent to the personal jurisdiction of the District Court of California, Central District of California.

13. Time is of the essence in the performance of this Agreement.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15. Each individual signing this agreement on behalf of an entity represents and warrants that he is authorized to sign this agreement by such.

Dated:

LYDIA E. HARRIS

Dated:

MICHAEL RAY HARRIS

Dated: 5-1-08

CONQUEST MEDIA GROUP, LLC

By: 

Dated: 5/2/8


HELEN RYAN FRAZER
Chapter 7 Trustee

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APPROVED AS TO FORM:

Dated:

WEINSTEIN, WEISS & ORDUBEGIAN, LLP

By:

SHARON Z. WEISS
Attorneys for Lydia Harris

Dated:

RUSS AUGUST & KABAT

By:

STEVEN M. GOLDBERG
Attorneys for Michael Ray Harris

Dated: 5/2/08

AKIN GUMP STRAUSS HAUSER & FELD, LLP

By:

PETER J. GURFEIN
Attorneys for Conquest Media Group, LLC

Dated: 5-2-08

LAW OFFICE OF PATRICK K. McCLELLAN

By:

PATRICK K. McCLELLAN
Attorney for Helen Ryan Frazer, Trustee

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California.

I am over the age of 18 and not a party to the within action; my business address is 2600 Michelson Drive, Suite 700, Irvine, California 92612.

On May 2, 2008, I served the document(s) described as CHAPTER 7 TRUSTEE'S MOTION FOR ORDER APPROVING COMPROMISE OF CONTROVERSY; MEMORANDUM OF POINTS AND AUTHORITIES; DECLARATION OF HELEN RYAN FRAZER on counsel for the parties in this action.

☒ by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelopes addressed as follows:

(See Attached Service List)

☒ BY MAIL

☒ As follows I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ BY PERSONAL SERVICE. I delivered such envelope by hand to the offices of the addressee.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 2, 2008, at Irvine, CA.

PATRICK K. McClellan
Type or print name)


(Signature)

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SERVICE LIST

Sharon Z. Weiss, Esq.
Weinstein Weiss & Ordubegian
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Los Angeles, CA 90067-2712

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Danning Gill, Diamond & Kolitz, LLP
2029 Century Park East, 3rd Floor
Los Angeles, CA 90067

Ronald L. Leibow, Esq.
Kaye Scholer LLP
1999 Avenue of the Stars, Suite 1700
Los Angeles, California 90067

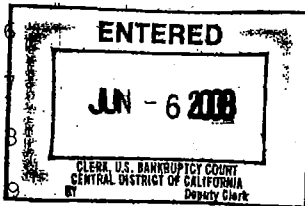
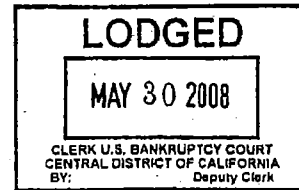
Office of United States Trustee
725 South Figueroa Street, 26th Floor
Los Angeles, California 90017

EXHIBIT 13B

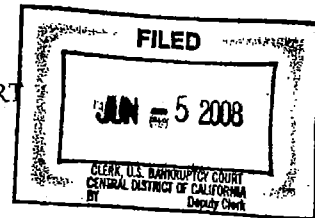
EXHIBIT 13B

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1 LAW OFFICES OF PATRICK K. McCLELLAN
2 PATRICK K. MCCLELLAN #077352
3 2600 Michelson Drive, Suite 700
4 Irvine, CA 92612
5 Telephone (949)261-7615
Facsimile (949)851-2772
Proposed Attorney for Helen Ryan Frazer, Chapter 7 Trustee



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION



10 In re

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12

LYDIA HARRIS,

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14

Debtor.

15

) Case No. SV96-15521-GM
) Chapter 7

) **ORDER APPROVING COMPROMISE**
) **OF CONTROVERSY**

) Hearing: May 27, 2008 -11:00 a.m. - Ctrm 1368
) (Heard concurrently with motions in
) Case Nos. 06-11187-VZ and 06-11205-VZ)

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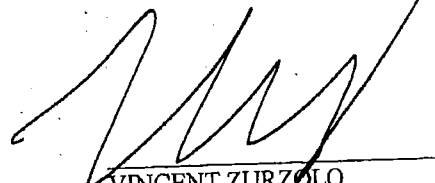
The court having considered the Chapter 7 Trustee's Motion for Order Approving
Compromise of Controversy and on good cause appearing therefore, orders as follows:

IT IS HEREBY ORDERED that the Chapter 7 Trustee's settlement as provided for in
Exhibit 1 attached hereto is hereby approved.

IT IS FURTHER ORDERED that the Chapter 7 Trustee is hereby authorized to take
any and all actions that may be necessary pursuant to the terms of that settlement.

Dated:

6/5/08


VINCENT ZURZOLO
United States Bankruptcy Judge

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Exhibit 1

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AGREEMENT AND MUTUAL RELEASE

This Agreement and Mutual Release (the "AGREEMENT") is made effective as of February 6, 2008, by and between Richard K. Diamond, as Chapter 11 Trustee for the bankruptcy estate of Marion "Suge" Knight (the "KNIGHT TRUSTEE" and the "KNIGHT ESTATE") and R. Todd Neilson, as Chapter 11 Trustee for the bankruptcy estate of Death Row Records, Inc. (the "DEATH ROW TRUSTEE" and the "DEATH ROW ESTATE", respectively) (collectively the "TRUSTEES" and the "ESTATES", respectively), on the one hand; and LYDIA Harris ("LYDIA") and Michael Ray Harris ("MICHAEL") (collectively "M & L HARRIS"), Conquest Media Group, LLC ("CONQUEST") and any and all of their assignees or successors (CONQUEST and M & L HARRIS collectively are referred to hereinafter collectively as "CONQUEST/HARRIS") and Helen R. Frazer as Chapter 7 trustee for LYDIA (the "HARRIS CHAPTER 7 TRUSTEE"), on the other hand. The parties are sometimes hereafter referred to collectively as the "PARTIES" or each individually as a "PARTY".

RECITALS

This AGREEMENT is entered into with reference to the following facts:

A. On or about April 4, 2006, Marion "Suge" Knight, Jr. ("KNIGHT") filed a voluntary petition for relief under Chapter 11 of title 11 of the United States Code (the "BANKRUPTCY CODE"), which case is currently pending before the United States Bankruptcy Court for the Central District of California (the "BANKRUPTCY COURT"), Los Angeles Division, bearing case number 02:bk:06-11187-VZ (the "KNIGHT CASE"). Richard K. Diamond serves as the Chapter 11 Trustee for the estate of the KNIGHT CASE.

B. On or about April 4, 2006, Death Row Records, Inc. ("DEATH ROW") filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, which case is currently pending before the Los Angeles Division of the BANKRUPTCY COURT, bearing case number 02:bk:06-11205-VZ (the "DEATH ROW CASE"). R. Todd Neilson serves as the Chapter 11 Trustee for the estate of the DEATH ROW CASE.

C. On or about February 26, 2002, LYDIA filed a complaint before the California Superior Court in Los Angeles against DEATH ROW and KNIGHT, commencing case no. BC 268857 (the "LAWSUIT"). In the LAWSUIT, LYDIA contended, among other things, that she owned 50% of an entity known as Godfather Entertainment, the parent company to Death Row Records, a company different from DEATH ROW, that DEATH ROW and KNIGHT had defrauded her of the prospective economic benefits of her interest in DEATH ROW, and that DEATH ROW and KNIGHT thereafter slandered her (collectively the "KNIGHT/DRR CLAIMS"). The Firm of Wasserman, Comden & Castleman, LLP (the "WASSERMAN FIRM") at all relevant times through approximately April or May 2005 represented LYDIA in the LAWSUIT.

D. On or about March 9, 2005, the Superior Court entered a \$107,000,000 judgment as a terminating sanction jointly against both DEATH ROW and KNIGHT (the "JUDGMENT"). The JUDGMENT consists of compensatory damages of \$45 million of economic damages, \$2 million of non-economic damages and \$60 million of punitive damages. No appeal was taken from the JUDGMENT.

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E. On or about May 17, 1996 ("LYDIA'S PETITION DATE"), LYDIA filed a voluntary petition for relief under Chapter 7 of the BANKRUPTCY CODE before the San Fernando Valley Division of the BANKRUPTCY COURT, which was assigned case no. 01:bk-96-15521-AG (the "HARRIS CHAPTER 7 CASE" and the "HARRIS ESTATE").

F. The HARRIS CHAPTER 7 CASE was filed approximately 6 years prior to the filing of the LAWSUIT; and LYDIA did not list the KNIGHT/DRR CLAIMS on her bankruptcy schedules. The HARRIS CHAPTER 7 TRUSTEE later discovered that the HARRIS CHAPTER 7 CASE may have rights in and to the JUDGMENT at which time, the HARRIS CHAPTER 7 TRUSTEE was reappointed as trustee of the HARRIS CHAPTER 7 CASE, which was thereafter reassigned to Bankruptcy Judge Geraldine Mund in July 2007.

G. M & L HARRIS are divorced, however, the family law court in Monterey has jurisdiction over the M & L HARRIS divorce case with respect to property issues still in dispute. The family law court entered a judgment in the family law matter declaring the JUDGMENT to be community property; however the issue of the allocation of the JUDGMENT between M & L HARRIS has not yet been adjudicated.

H. On or about October 19, 2006, LYDIA filed a proof of claim in the DEATH ROW CASE in the sum of \$107 million based on the JUDGMENT, which was assigned claim no. 23 ("LYDIA'S DEATH ROW POC"). On or about October 19, 2006, LYDIA filed a proof of claim in the KNIGHT CASE in the sum of \$107 million, which was assigned claim no. 16 ("LYDIA'S KNIGHT POC"). LYDIA'S DEATH ROW POC and LYDIA'S KNIGHT POC shall be referred to hereinafter collectively as "LYDIA'S POCS."

I. On or about May 4, 2006, MICHAEL filed a proof of claim in the DEATH ROW CASE in the sum of \$117,318,631.60 based on the JUDGMENT, which was assigned claim no. 3 (the "MICHAEL'S DEATH ROW POC"). On or about May 4, 2006, MICHAEL filed a proof of claim in the KNIGHT CASE in the sum of \$117,318,631.60, which was assigned claim no. 3 ("MICHAEL'S KNIGHT POC"). MICHAEL'S DEATH ROW POC and MICHAEL'S KNIGHT POC shall be referred to hereinafter collectively as "MICHAEL'S POCS." LYDIA'S POCS and MICHAEL'S POCS shall be referred to hereinafter collectively as the "HARRIS POCS."

J. On or about October 31, 2006, the WASSERMAN FIRM filed a proof of claim against the DEATH ROW ESTATE in the sum of \$60,418,315.00, which was assigned claim no. 38 (the "WASSERMAN DEATH ROW POC"). On or about October 31, 2006, the WASSERMAN FIRM filed a proof of claim against the KNIGHT ESTATE in the sum of \$60,418,315.00, which was assigned claim no. 34 (the "WASSERMAN KNIGHT POC"). The WASSERMAN DEATH ROW POC and the WASSERMAN KNIGHT POC shall be referred to hereinafter collectively as the "WASSERMAN POCS."

K. On or about June 6, 2006, KNIGHT as Debtor-In-Possession and DEATH ROW as Debtor-in-Possession jointly filed a complaint against M & L HARRIS before the BANKRUPTCY COURT in the KNIGHT CASE, commencing adversary proceeding no. 02:bk:06-AP-01660-VZ (the "ADVERSARY PROCEEDING"). In the ADVERSARY PROCEEDING, KNIGHT and DEATH ROW sought to, among other things: (1) declare that the JUDGMENT had been compromised and fully resolved by one of several alternative

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settlements; (2) disallow or reduce the HARRIS POCS under various theories, including judicial estoppel; (3) subordinate the compensatory damage component of the JUDGMENT relating to LYDIA's ownership in DEATH ROW pursuant to section 506(c) of the BANKRUPTCY CODE; (4) subordinate the punitive damages component of the JUDGMENT as a penalty pursuant to section 726(a)(4) of the BANKRUPTCY CODE; (5) avoid and recover a \$1 million payment made under the JUDGMENT as a preference pursuant to section 547 of the BANKRUPTCY CODE and as a fraudulent conveyance pursuant to sections 544 and 548 of the BANKRUPTCY CODE; and (6) disallow the HARRIS POCS pursuant to section 502(d) of the BANKRUPTCY CODE. M & L HARRIS filed a motion to dismiss the ADVERSARY PROCEEDING which resulted in the BANKRUPTCY COURT abstaining from ruling on certain state law claims for relief, granting dismissal with leave to amend other claims, and staying all claims pending before the BANKRUPTCY COURT.

L. On or about July 3, 2006, M & L HARRIS filed a complaint against KNIGHT commencing adversary proceeding no. 02-bk:06-AP-01809-VZ, seeking to determine that the JUDGMENT represents a non-dischargeable debt under section 523 of the BANKRUPTCY CODE (the "HARRIS 523 PROCEEDING"). Thereafter, the BANKRUPTCY COURT stayed the HARRIS 523 PROCEEDING to track the ADVERSARY PROCEEDING.

M. M & L HARRIS state that they assigned the JUDGMENT to CONQUEST, and M & L HARRIS each filed notices of the assignment of the HARRIS POCS in both of the Cases to CONQUEST and filed Notice of the Assignment of the JUDGMENT in the Los Angeles Superior Court case.

N. The TRUSTEES substituted into the Adversary Proceeding as co-plaintiffs.

O. In or about August 2007, the BANKRUPTCY COURT ordered the PARTIES to participate in mediation, and the PARTIES since then have participated in numerous mediation sessions before United States Bankruptcy Judge Mitchel R. Goldberg.

P. In order to eliminate the need for further litigation costs, the PARTIES stipulated and stated on the record on February 6, 2008 before the Honorable Mitchell R. Goldberg terms and conditions of settlement in order to settle completely and forever all disputes, claims, actions, causes of action, demands, damages and liabilities between them. The PARTIES set forth in this AGREEMENT the formal terms of their settlement.

Q. NOW THEREFORE, in consideration of the promises, mutual obligations and undertakings set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

1. Recitals: The Recitals are intended to be and are a part of the AGREEMENT and are incorporated herein.

2. Settlement Effective Date and Approval Process:

a. After execution of this AGREEMENT, the TRUSTEES and the HARRIS CHAPTER 7 TRUSTEE shall each file motions seeking entry of orders in their respective cases approving the AGREEMENT (collectively the "Approval Orders"). Each of the

PARTIES shall fully and actively support the respective motions for entry of the Approval Orders.

b. The effective date of this AGREEMENT (the "Effective Date") shall mean the first day that is not less than eleven calendar days following the date of entry of the last of the Approval Orders to be entered that is not a Saturday, Sunday or legal holiday as defined in Federal Rule of Bankruptcy Procedure 9006 (a "Business Day"). If an appeal is taken and a stay issued, the Effective Date shall be the first Business day following the date on which the last of the Approval Orders to be entered becomes final, i.e., the date on which no further appeals or other review of the Approval Orders can be taken. In the event that the TRUSTEES or the HARRIS CHAPTER 7 TRUSTEE are unable to obtain the entry of Approval Orders in their respective cases, (a) the AGREEMENT shall automatically be deemed void *ab initio*, and (b) all rights, claims and defenses shall be preserved as they existed on February 6, 2008, and (c) the PARTIES reserve and retain all rights, claims and/or defenses each of them might have had prior to entry into this AGREEMENT.

3. Terms of Settlement:

a. HARRIS Allowed Claim. The HARRIS POCS will be allowed in both the KNIGHT CASE and the DEATH ROW CASE as general unsecured claims in the amount of \$30 million (collectively the "HARRIS ALLOWED CLAIM") and subordinated claims in the amount of \$15 million at the priority level provided in section 726(a)(4) of the BANKRUPTCY CODE (collectively the "HARRIS SUBORDINATED CLAIM"). Any claim of CONQUEST/HARRIS in excess of the HARRIS ALLOWED CLAIM and the HARRIS SUBORDINATED CLAIM is disallowed in its entirety.

b. Limitation on Distributions on Account of HARRIS ALLOWED CLAIM. For the purpose of this settlement, references to "distributions" are to the total distributions from both the DEATH ROW ESTATE and the KNIGHT ESTATE, whether or not the Cases later are substantively consolidated. If the Cases are not substantively consolidated, the allocation of distributions from the ESTATES on account of the HARRIS ALLOWED CLAIM, as provided herein, will be coordinated to assure that CONQUEST/HARRIS receives the same economic value as contemplated herein.

i. The HARRIS ALLOWED CLAIM (Phase 1) will share *pari passu* with all other allowed general unsecured claims, to the extent of the first \$10 million of distributions to holders of all general unsecured claims ("PHASE 1 UNSECURED CLAIM DISTRIBUTIONS"), provided, however, that in no event shall distributions on account of the HARRIS ALLOWED CLAIM (Phase 1) exceed 50% of PHASE 1 UNSECURED CLAIM DISTRIBUTIONS; and provided, further, that notwithstanding anything to the contrary contained herein, distributions on account of the HARRIS ALLOWED CLAIM (Phase 1) will not exceed \$3.5 million.

ii. To the extent of distributions to general unsecured claims in excess of \$10 million up to \$20 million ("PHASE 2 UNSECURED CLAIM DISTRIBUTIONS"), the HARRIS ALLOWED CLAIM (Phase 2) shall share *pari passu* with all other allowed general unsecured claims (reduced, in each case, by the amount of distributions received on account of PHASE 1 UNSECURED CLAIMS DISTRIBUTIONS); provided,

however, that in no event shall distributions on account of the HARRIS ALLOWED CLAIM (Phase 2) exceed 50% of PHASE 2 UNSECURED CLAIM DISTRIBUTIONS, and provided, further, that, notwithstanding anything to the contrary contained herein, until all other allowed general unsecured claims have been paid in full, not including surplus interest, the distribution on account of the HARRIS ALLOWED CLAIM (Phase 2) will not exceed \$2 million in addition to the distribution applicable to the HARRIS ALLOWED CLAIM (Phase 1).

iii. To the extent of distributions to general unsecured claims in excess of \$20 million ("Phase 3 Unsecured Claim Distributions"), the HARRIS ALLOWED CLAIM (Phase 3) shall share distributions *pari passu* with all other allowed general unsecured claims (reduced, in each case, by the amount of distributions received on account of PHASE 1 UNSECURED CLAIM DISTRIBUTIONS and PHASE 2 UNSECURED CLAIM DISTRIBUTIONS), provided, however, that in no event shall distributions on account of the HARRIS ALLOWED CLAIM (Phase 3) exceed 50% the Phase 3 Unsecured Claim Distributions. When all other allowed general unsecured claims have been paid in full, not including pre-petition or post-petition interest, the HARRIS ALLOWED CLAIM (Phase 3) shall receive 100% (or shall share *pari passu* in the event of other similarly negotiated claims) of the remaining Phase 3 Unsecured Claim Distributions until the HARRIS ALLOWED CLAIM are paid in full (exclusive of surplus interest).

iv. The HARRIS SUBORDINATED CLAIM shall be paid pursuant to the priority afforded by § 726(a)(4) of the BANKRUPTCY CODE.

c. Wasserman POCS. CONQUEST/HARRIS will have responsibility for informing the WASSERMAN FIRM of the settlement. Unless the WASSERMAN FIRM consents to a distribution agreement with CONQUEST/HARRIS and withdraws the Wasserman POCS, CONQUEST/HARRIS, the TRUSTEES and/or the HARRIS CHAPTER 7 TRUSTEE may file an objection to the Wasserman POCS. The Wasserman POCS and any other claim filed by the WASSERMAN FIRM against either of the ESTATES shall either be disallowed in their entirety or, if the Court enters an order allowing the Wasserman POCS, any distribution thereon shall be the responsibility of CONQUEST/HARRIS, and CONQUEST/HARRIS agrees to indemnify the ESTATES and the TRUSTEES against any claims by the WASSERMAN FIRM for which the ESTATES would otherwise be responsible upon entry of a Court order to that effect. Any distribution from the ESTATES due the WASSERMAN FIRM shall be credited against the distributions due CONQUEST/HARRIS pursuant to this AGREEMENT.

d. Other Related Proofs of Claim. CONQUEST/HARRIS will have responsibility for any amounts due Mark Friedman and any other person or entity whose claim is based upon, derivative of or measured by the JUDGMENT (including without limitation current and former counsel for M & L HARRIS and CONQUEST and any purported assignment of the JUDGMENT) (collectively "Friedman") which shall be payable, if at all, from their respective shares of the proceeds of the claims and JUDGMENT. CONQUEST/HARRIS agrees to indemnify the ESTATES and the TRUSTEES against any claims by any such party for which the ESTATES would otherwise be responsible upon entry of a Court order to that effect. Any distributions from the ESTATES due Friedman shall be credited against the amounts due CONQUEST/HARRIS pursuant to this AGREEMENT.

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e. Avoidance of Liens. If there are any judgment or other liens on property of either or both of the ESTATES in favor of CONQUEST/HARRIS, the HARRIS CHAPTER 7 TRUSTEE, Friedman or the WASSERMAN FIRM (or any of their successors or assignees), such liens are deemed avoided. CONQUEST/HARRIS and the HARRIS CHAPTER 7 TRUSTEE agree that they will not, sell, transfer, assign or encumber, in whole or in part, the HARRIS ALLOWED CLAIM or the HARRIS SUBORDINATED CLAIM unless agreed upon in writing by all three of them and the TRUSTEES, or by order of the Court.

f. Rights of HARRIS CHAPTER 7 TRUSTEE. The HARRIS CHAPTER 7 TRUSTEE will promptly seek approval of the settlement as set forth herein by the BANKRUPTCY COURT in the HARRIS CHAPTER 7 CASE. The HARRIS CHAPTER 7 TRUSTEE will receive such portion of the distribution on account of the HARRIS ALLOWED CLAIM (and the HARRIS SUBORDINATED CLAIM) as set forth above as shall be independently agreed by the HARRIS CHAPTER 7 TRUSTEE and CONQUEST/HARRIS. The Harris Chapter 7 Estate will have no independent claim in either of the Cases, although it is acknowledged that the HARRIS CHAPTER 7 TRUSTEE shall remain a party in interest in both cases.

g. Dismissal of 523 Claims against KNIGHT. Within 15-business day after the Effective Date, M & L HARRIS agree to dismiss with prejudice the HARRIS 523 PROCEEDING.

h. No Credit Bidding for HARRIS ALLOWED CLAIM. Neither the HARRIS ALLOWED CLAIM nor the HARRIS SUBORDINATED CLAIM may be used by CONQUEST/HARRIS as part of the consideration for any bid for or acquisition of any of the assets of either or both of the ESTATES.

4. Dismissal of the Adversary Proceeding. Within 15 business days after the Effective Date, the ADVERSARY PROCEEDING will be dismissed with prejudice by the parties thereto, with said parties to bear their own attorneys' fees and costs.

5. Right to Object to Claims. CONQUEST/HARRIS, or their successors or assignees, shall have the right to object to other claims and oppose any proposed settlement of other proofs of claims. CONQUEST/HARRIS (including whoever among M & L HARRIS, CONQUEST, any successor or assignee is then the holder of the HARRIS POCS) shall vote affirmatively for any plan of reorganization or plan of liquidation that provides for the treatment of the HARRIS ALLOWED CLAIM and the HARRIS SUBORDINATED CLAIM as provided in this AGREEMENT; provided, however that M & L HARRIS may vote against any plan of reorganization under which pre-petition holders of equity in the DEATH ROW CASE or the KNIGHT CASE retain or receive any interest in either Estate on account of such pre-petition equity before the HARRIS ALLOWED CLAIM and the HARRIS SUBORDINATED CLAIM have been paid in full. For purposes of this paragraph, the retention by KNIGHT or DEATH ROW of the following shall not relieve M & L HARRIS of their obligation to vote to accept the plans: (a) exempt property; (b) that portion of the post-petition income described under that certain Order (1) on Motion of Child Support Services Department Interstate Division to Dismiss Debtor's Chapter 11 Case; and (2) Approving Settlement Stated on Record entered in the KNIGHT CASE on or about November 28, 2007; (c) property abandoned by either of the

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TRUSTEES; (d) claims sold by the KNIGHT TRUSTEE or the DEATH ROW TRUSTEE on or before April 4, 2008 with Court approval; and/or (e) the proceeds of any of the above.

6. Representations. CONQUEST/HARRIS represent and warrant that:

a. Subject to paragraph 8 below, CONQUEST holds all right, title and interest in the HARRIS POCS and the JUDGMENT subject to the Assignment and Assumption Agreement between CONQUEST and LYDIA dated March 13, 2007, and the Assignment and Assumption Agreement between CONQUEST and MICHAEL dated March 13, 2007, and the agreement between CONQUEST, LYDIA and MICHAEL entered on February 5, 2008 which, includes, among other things a reservation of rights between MICHAEL, LYDIA and CONQUEST.

b. each of the CONQUEST/HARRIS parties has full authority to enter into this AGREEMENT;

c. there are no liens or claims against the HARRIS POCS or the JUDGMENT, except for those held by the WASSERMAN FIRM, Mark Friedman, and current and prior counsel for M & L HARRIS and CONQUEST, all of which will be deemed satisfied as against both of the ESTATES under the terms of this AGREEMENT; and

d. it is not necessary for M & L HARRIS to obtain approval of this AGREEMENT from the Monterey County Superior Court in the M & L HARRIS marital dissolution proceeding bearing case no. DR 43369 (the "MARITAL DISSOLUTION ACTION").

7. Signatures. The signatures of all PARTIES to this AGREEMENT, including the signatures of M & L HARRIS, shall be notarized.

8. Future Assignments.

a. Notwithstanding any provisions in any claim assignment agreements between M & L HARRIS and CONQUEST, in the event of any reversion of the HARRIS POCS and/or the JUDGMENT from CONQUEST (or its successor or assignee) to M & L HARRIS or either of them, M & L HARRIS will be deemed to be successors to CONQUEST and will be bound in the same manner as CONQUEST pursuant to the terms of this AGREEMENT.

b. In the event that the court in the MARITAL DISSOLUTION ACTION has any jurisdiction to determine the allocation between M & L HARRIS of any distributions on account of the HARRIS POCS from the ESTATES pursuant to this AGREEMENT, M & L HARRIS agree that M & L HARRIS shall have sole responsibility to obtain approval of that allocation, and that the TRUSTEES and the ESTATES shall not have any obligations in that regard. M & L HARRIS further agree that this AGREEMENT is fully enforceable and binding regardless of any possible requirement that said court in the marital

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dissolution action allocate said distributions or otherwise approve this AGREEMENT in any manner whatsoever.

9. Releases:

a. The KNIGHT TRUSTEE's Release. In consideration of the terms and provisions of and subject to this AGREEMENT, the sufficiency of which is acknowledged by the execution of this AGREEMENT, as of the Effective Date, the KNIGHT TRUSTEE, on behalf of the KNIGHT ESTATE, does hereby fully and forever relieve, release, and discharge CONQUEST/HARRIS, the HARRIS ESTATE, and the HARRIS CHAPTER 7 TRUSTEE, and any and all representatives thereof, of any and all debts, liabilities, demands, obligations, assertions, contentions, arbitrations, promises, acts, contracts, costs, expenses, attorneys' fees, claims, damages, actions, causes of actions, claims for relief, and/or lawsuits, in law or in equity that were made or could have been made in or in response to the Adversary Proceeding, from the beginning of time through the Effective Date of this AGREEMENT, known or unknown, suspected or unsuspected, fixed or contingent.

b. The DEATH ROW TRUSTEE's Release. In consideration of the terms and provisions of and subject to this AGREEMENT, the sufficiency of which is acknowledged by the execution of this AGREEMENT, as of the Effective Date, the DEATH ROW TRUSTEE, on behalf of the DEATH ROW ESTATE, does hereby fully and forever relieve, release, and discharge CONQUEST/HARRIS, the HARRIS ESTATE and the HARRIS CHAPTER 7 TRUSTEE, and any and all representatives thereof, of any and all debts, liabilities, demands, obligations, assertions, contentions, arbitrations, promises, acts, contracts, costs, expenses, attorneys' fees, claims, damages, actions, causes of actions, claims for relief, and/or lawsuits, in law or in equity that were made or could have been made in or in response to the Adversary Proceeding, from the beginning of time through the Effective Date of this AGREEMENT, known or unknown, suspected or unsuspected, fixed or contingent. The release hereby granted is effective only as of the Effective Date, and expressly subject to the term provisions and conditions stated in this AGREEMENT, and shall not be effective until each of those conditions is satisfied.

c. The CONQUEST/HARRIS Releases. In consideration of the terms and provisions of and subject to this AGREEMENT, the sufficiency of which is acknowledged by the execution of this AGREEMENT, as of the Effective Date, CONQUEST/HARRIS does hereby fully and forever relieve, release, and discharge the DEATH ROW TRUSTEE, the DEATH ROW ESTATE, the KNIGHT TRUSTEE, the KNIGHT ESTATE, the HARRIS ESTATE and the HARRIS CHAPTER 7 TRUSTEE, and any and all representatives thereof, of any and all debts, liabilities, demands, obligations, assertions, contentions, arbitrations, promises, acts, contracts, costs, expenses, attorneys' fees, claims, damages, actions, causes of actions, claims for relief, and/or lawsuits, in law or in equity, from the beginning of time through the Effective Date of this AGREEMENT, known or unknown, suspected or unsuspected, fixed or contingent.

d. The HARRIS CHAPTER 7 TRUSTEE's Release. In consideration of the terms and provisions of and subject to this AGREEMENT, the sufficiency of which is acknowledged by the execution of this AGREEMENT, as of the Effective Date, the HARRIS CHAPTER 7 TRUSTEE does hereby fully and forever relieve, release, and discharge

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the DEATH ROW TRUSTEE, the DEATH ROW ESTATE, the KNIGHT TRUSTEE and the KNIGHT ESTATE, and any and all representatives thereof, of any and all debts, liabilities, demands, obligations, assertions, contentions, arbitrations, promises, acts, contracts, costs, expenses, attorneys' fees, claims, damages, actions, causes of actions, claims for relief, and/or lawsuits, in law or in equity, from the beginning of time through the Effective Date of this AGREEMENT, known or unknown, suspected or unsuspected, fixed or contingent.

e. Effect of Releases. The releases granted above in sub-paragraphs 9(a) through (d) are effective only as of the Effective Date, and expressly subject to the term provisions and conditions stated in this AGREEMENT, and shall not be effective until each of those conditions is satisfied.

f. General Release: The PARTIES expressly waive any and all rights under Section 1542 of the Civil Code of the State of California, or any other federal or state statutory or common law rights or rules similar to Section 1542. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

The PARTIES expressly waive and release any right or benefit which they have or may have under Section 1542, or any similar law or rule of any jurisdiction, to the full extent that they may waive all such right and benefits pertaining to the matters released in this AGREEMENT. In connection with such waiver and relinquishment, the PARTIES acknowledge that they are aware that they may subsequently discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released in this AGREEMENT. Nevertheless, it is the intention of each PARTY to this AGREEMENT, through this AGREEMENT, and with the advice of counsel, fully, finally, and forever to settle and release all such matters and all such claims relative to these matters which do now exist, may exist, or previously have existed between the PARTIES. In furtherance of such intention, the releases given by this AGREEMENT shall be and remain in effect as full and complete releases of such matters notwithstanding the discovery or existence of any such additional different claims or facts relative to such matters.

10. Continuing Jurisdiction of the BANKRUPTCY COURT: This AGREEMENT is subject to and contingent upon the approval by the BANKRUPTCY COURT in the DEATH ROW CASE, the KNIGHT CASE, and the HARRIS CHAPTER 7 CASE. The BANKRUPTCY COURT shall have exclusive jurisdiction to determine as a core proceeding any dispute or controversy with respect to the interpretation or enforcement of this AGREEMENT.

11. Attorney's Fees: The PARTIES to this AGREEMENT agree to bear all of their own attorney's fees and costs incurred in connection with the Adversary Proceeding and the negotiation, preparation, execution, delivery, and performance of this AGREEMENT.

12. Disputes: In the event any PARTY to this AGREEMENT makes a claim or raises a defense against the other PARTY involving the interpretation or enforcement of this AGREEMENT and/or the obligations hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees, expenses, and costs incurred in enforcing this AGREEMENT.

13. Severability: If any paragraph, term, or provision of this AGREEMENT shall be held or determined to be unenforceable by a court or tribunal of competent jurisdiction, the same shall be deemed severable from this AGREEMENT and the balance of this AGREEMENT shall continue in full force and effect. The PARTIES agree that if such paragraph, term, or provision is deemed invalid as written, it shall be deemed valid and enforceable to the fullest extent permitted by law.

14. Entire Agreement: This AGREEMENT, with its Exhibits, constitutes a single, integrated written contract expressing the entire agreement of the PARTIES hereto concerning subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any PARTY to this AGREEMENT, except as specifically set forth herein. All prior agreements, discussions, and negotiations, whether oral or written, have been and are merged and integrated into, and are entirely superseded by this AGREEMENT.

15. Joint Preparation: The PARTIES agree that this AGREEMENT shall be deemed to have been prepared by all of the PARTIES jointly, and no ambiguity shall be resolved against any PARTY on the premise that it was responsible for drafting this AGREEMENT, in whole or in part.

16. Representations and Warranties: The PARTIES hereto represent and warrant that each signatory hereto has the full right and authority to enter into this AGREEMENT and bind the PARTY on whose behalf he or it has executed this AGREEMENT, except for constraints imposed upon the TRUSTEES and the HARRIS CHAPTER 7 TRUSTEE by the BANKRUPTCY CODE.

17. Binding Agreement: This AGREEMENT shall bind and shall inure to the benefit of successors and assigns of each PARTY. With respect to each of the individual PARTIES, this AGREEMENT shall also bind and inure to the benefit of his or her heirs and assigns. With respect to each of the entity PARTIES, this AGREEMENT shall also bind and inure to the benefit of any parent, affiliate, predecessor-in-interest, successor-in-interest, or assign. With respect to each of the PARTIES that are bankruptcy trustees, this AGREEMENT shall also inure to the benefit of and bind any successor or assignee, whether by sale, assignment, transfer under a plan of reorganization or conversion of the DEATH ROW CASE and/or the KNIGHT CASE to a Chapter 7 case under the BANKRUPTCY CODE, or otherwise.

18. Governing Law: This AGREEMENT shall be governed by, and construed in accordance with, the laws of the State of California and any disputes arising out of this AGREEMENT shall be brought only in BANKRUPTCY COURT, which shall have exclusive jurisdiction of any and all such disputes as a core matter.

19. Counterparts: This AGREEMENT may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, shall be an original, but

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such counterparts together shall constitute but one and the same instrument and agreement.
Facsimile signatures may be used and shall be deemed to be original signatures for all purposes.

THE PARTIES TO THIS AGREEMENT FURTHER STATE THAT THEY
HAVE CAREFULLY READ THIS AGREEMENT, THAT IT HAS BEEN FULLY
EXPLAINED TO THEM BY THEIR ATTORNEYS, THAT THEY FULLY
UNDERSTAND ITS FULL AND BINDING EFFECT, THAT THE ONLY
PROMISES MADE TO THEM TO INDUCE THEM TO SIGN THIS AGREEMENT
ARE THOSE CONTAINED IN THIS AGREEMENT, AND THAT THEY ARE
SIGNING THIS AGREEMENT VOLUNTARILY.

IN WITNESS OF THIS AGREEMENT, the PARTIES and their respective counsel have
approved and executed this AGREEMENT on the dates set forth opposite their respective
signatures.

Dated: April __, 2008

CHAPTER 11 TRUSTEE OF THE MARION
"SUGE" KNIGHT ESTATE

By: _____
Richard K. Diamond, Chapter 11 Trustee
of the Marion "Suge" Knight, Jr. Estate

Dated: April __, 2008

CHAPTER 11 TRUSTEE OF THE DEATH
ROW RECORDS, INC. ESTATE

By: _____
R. Todd Neilson, Chapter 11 Trustee of the
Death Row Records, Inc. Estate

Dated: April __, 2008

LYDIA HARRIS

Lydia Harris

Dated: April __, 2008

MICHAEL RAY HARRIS

Michael Ray Harris

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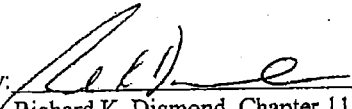
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IN WITNESS OF THIS AGREEMENT, the PARTIES and their respective counsel have
approved and executed this AGREEMENT on the dates set forth opposite their respective
signatures.

Dated: April 11, 2008

CHAPTER 11 TRUSTEE OF THE MARION
"SUGE" KNIGHT ESTATE

By: 
Richard K. Diamond, Chapter 11 Trustee
of the Marion "Suge" Knight, Jr. Estate

Dated: April __, 2008

CHAPTER 11 TRUSTEE OF THE DEATH
ROW RECORDS, INC. ESTATE

By: _____
R. Todd Neilson, Chapter 11 Trustee of the
Death Row Records, Inc. Estate

Dated: April __, 2008

LYDIA HARRIS

Lydia Harris

Dated: April __, 2008

MICHAEL RAY HARRIS

Michael Ray Harris

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IN WITNESS OF THIS AGREEMENT, the PARTIES and their respective counsel have
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signatures.

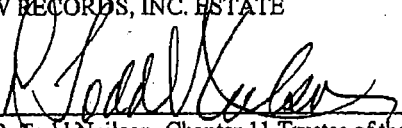
Dated: April __, 2008

CHAPTER 11 TRUSTEE OF THE MARION
"SUGE" KNIGHT ESTATE

By: _____
Richard K. Diamond, Chapter 11 Trustee
of the Marion "Suge" Knight, Jr. Estate

Dated: April 27, 2008

CHAPTER 11 TRUSTEE OF THE DEATH
ROW RECORDS, INC. ESTATE

By: 
R. Todd Neilson, Chapter 11 Trustee of the
Death Row Records, Inc. Estate

Dated: April __, 2008

LYDIA HARRIS

Lydia Harris

Dated: April __, 2008

MICHAEL RAY HARRIS

Michael Ray Harris

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Sugar Creek

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THE PARTIES TO THIS AGREEMENT FURTHER STATE THAT THEY
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ARE THOSE CONTAINED IN THIS AGREEMENT, AND THAT THEY ARE
SIGNING THIS AGREEMENT VOLUNTARILY.

IN WITNESS OF THIS AGREEMENT, the PARTIES and their respective counsel have
approved and executed this AGREEMENT on the dates set forth opposite their respective
signatures.

Dated: April __, 2008

CHAPTER 11 TRUSTEE OF THE MARION
"SUGE" KNIGHT ESTATE

By: _____

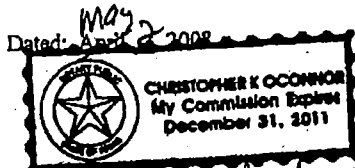
Richard K. Diamond, Chapter 11 Trustee
of the Marion "Suge" Knight, Jr. Estate

Dated: April __, 2008

CHAPTER 11 TRUSTEE OF THE DEATH
ROW RECORDS, INC. ESTATE

By: _____

R. Todd Neilson, Chapter 11 Trustee of the
Death Row Records, Inc. Estate



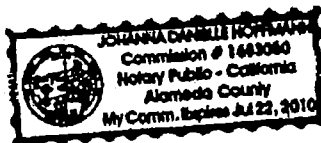
LYDIA HARRIS

Lydia Harris
Lydia Harris

Dated: April 11, 2008

MICHAEL RAY HARRIS

Michael Ray Harris
Michael Ray Harris



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Dated: April 15, 2008

CONQUEST MEDIA GROUP, LLC

By: Ali Brown

Title: Chairman

Its Duly Authorized Representative

See attached for notary

Dated: April __, 2008

CHAPTER 7 TRUSTEE OF THE LYDIA
HARRIS ESTATE

By: Hix

Helen Ryan Frezer, Chapter 7 Trustee of the
Lydia Harris Estate

APPROVED AS TO FORM:

Dated: April __, 2008

KAYE SCHOLER LLP

By: _____

Ronald L. Lebow, Esq.

Counsel to R. Todd Neilson as Chapter 11
Trustee for Death Row Records, Inc.

Dated: April __, 2008

DANNING, GILL, DIAMOND & KOLLITZ,
LLP

By: _____

Erie P. Israel, Esq.

Counsel to Richard K. Diamond as Chapter
11 Trustee for Marion "Suge" Knight, Jr.

Dated: April 15, 2008

AKIN, GUMP, STRAUS, HAUER & FELD,
LLP

By: Peter J. Gurfain

Peter J. Gurfain, Esq.

Counsel to Conquest Media Group, LLC

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Main Document Page 18 of 21

Dated: April __, 2008

CONQUEST MEDIA GROUP, LLC

By: _____

Title: _____

Its Duly Authorized Representative

Dated: April __, 2008

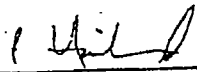
CHAPTER 7 TRUSTEE OF THE LYDIA
HARRIS ESTATE

By: _____
Helen Ryan Frazer, Chapter 7 Trustee of the
Lydia Harris Estate

APPROVED AS TO FORM:

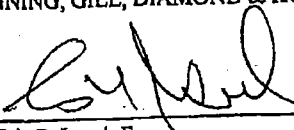
Dated: April 10, 2008

KAYE SCHOLER LLP

By: 
Ronald L. Leibow, Esq. ~~PETER KAVILAND~~
Counsel to R. Todd Neilson as Chapter 11
Trustee for Death Row Records, Inc.

Dated: April 30, 2008

DANNING, GILL, DIAMOND & KOLLITZ,
LLP

By: 
Eric P. Israel, Esq.
Counsel to Richard K. Diamond as Chapter
11 Trustee for Marion "Suge" Knight, Jr.

Dated: April __, 2008

AKIN, GUMP, STRAUS, HAUER & FELD,
LLP

By: _____
Peter J. Gurfein, Esq.
Counsel to Conquest Media Group, LLC

Case 1:96-bk-15521-GM Doc 105 Filed 06/06/08 Entered 06/06/08 18:54:32 Desc
Main Document Page 19 of 21

Dated: April 2, 2008

WEINSTEIN, WEISS & ORDUBEGIAN LLP

By: 
Sharon Z. Weiss, Esq.
Counsel to Lydia Harris

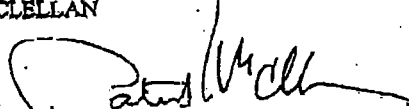
Dated: April 30, 2008

RUSS AUGUST & KABAT, LLP

By: 
Steven M. Goldberg,
Counsel to Michael Ray Harris

Dated: April 2, 2008

LAW OFFICES OF PATRICK K.
McCLELLAN

By: 
Patrick K. McClellan,
Counsel to Helen Ryan Frazier, Chapter 7
Trustee of the Lydia Harris bankruptcy estate

Case 1:96-bk-15521-GM Doc 105 Filed 06/05/08 Entered 06/06/08 18:54:32 Desc
Main Document Page 20 of 21

NOTE TO USERS OF THIS FORM:
Physically attach this form to the last page of the proposed Order or Judgment.
Do not file this form as a separate document.

In re:

LYDIA HARRIS

Chapter 7
SV-96-15521-GM

**NOTICE OF ENTRY OF JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO ALL PARTIES IN INTEREST ON THE ATTACHED SERVICE LIST:

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(1)(a)(v), that a judgment or order entitled:

JUN 06 2008

ORDER APPROVING COMPROMISE OF CONTROVERSY

was entered on (specify date):

JUN 06 2008

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons on the attached service list on (specify date):

JUN 06 2008

(see attached list)

DATED:

JUN 06 2008

JON D. CERRETO
Clerk of the Bankruptcy Court

By: 
Deputy Clerk.

F 9021-1.1

Case 1:96-bk-15521-GM Doc 105 Filed 06/05/08 Entered 06/06/08 18:54:32 Desc
Main Document Page 21 of 21

SERVICE LIST

Sharon Z Weiss, Esq.
Weinstein Weiss & Ordubegian
1925 Century Park E Ste 1150
Los Angeles, CA 90067-2712

Steven M Goldberg, Esq.
12424 Wilshire Blvd 12th Fl
Los Angeles, CA 90025

Peter J. Gurfein, Esq.
Akin, Gump
2029 Century Park East, #2400
Los Angeles, CA 90067

Eric P. Israel, Esq.
Danning Gill, Diamond & Kolitz, LLP
2029 Century Park East, 3rd Floor
Los Angeles, CA 90067

Ronald L. Leibow, Esq.
Kaye Scholer LLP
1999 Avenue of the Stars, Suite 1700
Los Angeles, California 90067

Office of United States Trustee
725 South Figueroa Street, 26th Floor
Los Angeles, California 90017

PATRICK K. McCLELLAN
ATTORNEY AT LAW
2600 Michelson Dr., Suite 700
Irvine, CA 92612

EXHIBIT 14

EXHIBIT 14

Case 1:08-ap-01488-GM Doc 17 Filed 09/15/09 Entered 09/15/09 10:02:17 Desc
Main Document Page 1 of 3

LAW OFFICES OF PATRICK K. McCLELLAN
Patrick K. McClellan #077352
pkellymc@pacbell.net
2211 Michelson Drive, Suite 700
Irvine, CA 92612
(949)261-7615
Attorney for Helen Ryan Frazer, Chapter 7 Trustee

FILED & ENTERED

SEP 15 2009

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY pgarcia DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT

CENTRAL DISTRICT OF CALIFORNIA

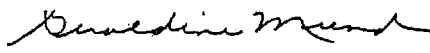
In re	)	Case No. SV-96-15521-GM
	)	Chapter 7
LYDIA HARRIS,)	
)	
Debtor.)	
	)	Adv. Pro. No. 08-01488-GM
)	
HELEN RYAN FRAZER, Chapter 7 Trustee,)	
	)	DEFAULT JUDGMENT
Plaintiff,)	
)	
v.)	
)	
LYDIA HARRIS, et. al.,)	
)	
Defendants.)	

Plaintiff's Motion for Entry of Default Judgment, together with the papers and
pleadings on file herein, having been considered and on good cause appearing therefore:

IT IS HEREBY ORDERED that Judgment in favor of Helen Ryan Frazer, Chapter 7
Trustee, and against Debtor Lydia Harris in the amount of \$1,000,000 is hereby entered.

###

DATED: September 15, 2009


United States Bankruptcy Judge

Case 1:08-ap-01488-GM Doc 17 Filed 09/15/09 Entered 09/15/09 10:02:17 Desc
Main Document Page 2 of 3

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 2211 Michelson Drive, Suite 700, Irvine, CA 92612. The foregoing document described as [Proposed] DEFAULT JUDGMENT will be served or was served in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On August 25, 2009 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

United States Trustee, ustpreion16.la.ecf@usdoj.gov
Chapter 7 Trustee, hfraser@aalrr.com

[] Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served): On August 25, 2009, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope with postage thereon fully prepaid in the United States Mail and/or with an overnight mail service addressed as follows:

Lydia Harris
14019 Southwest Fwy #301-599
Sugarland, TX 77478

[] Service information continued on attached page

III. SERVED BY FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to Fed. R. Civ. Proc. 5 and/or controlling LBR, on August 25, 2009 I served the following person(s) and/or entity(ies), who consented in writing to such service method, by facsimile transmission and/or email as follows:

[] Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed August 25, 2009 at Irvine, California

PATRICK K. McCLELLAN

/s/ Patrick K. McClellan
PATRICK K. McCLELLAN

SERVICE LIST FOR THE ENTERED ORDER

Notice is given by the court that a judgment or order entitled DEFAULT JUDGMENT was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be serve by the court via NEF and hyperlink to the document. On August 25, 2009 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

United States Trustee, ustpregion16.la.ecf@usdoj.gov
Chapter 7 Trustee, hfrazier@aallr.com
Attorney for Chapter 7 Trustee, pkellymc@pacbell.net

[] Service information continued on attached page

II. SERVED BY THE COURT VIA U.S. MAIL: A copy of this notice and a true copy of this judgment or order was sent by U.S. Mail to the following person(s) and/or entity(ies) at the address(es) indicated below:

N/A

[] Service information continued on attached page

III. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of the judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve complete copy bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email to the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s) and/or email address(es) indicated below:

Lydia Harris
14019 Southwest Fwy #301-599
Sugarland, TX 77478

EXHIBIT 15A

EXHIBIT 15A

Case 1:08-ap-01488-GM Doc 22 Filed 01/10/13 Entered 01/16/13 09:58:58 Desc
Main Document Page 1 of 3

<input checked="" type="checkbox"/> Recording requested by a return to: PATRICK K. MCCLELLAN #77352 2211 MICHELSON DR #700 IRVINE, CA, 92612		FOR COURT USE ONLY	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA			
In re: LYDIA HARRIS Debtor		CASE NUMBER SV-96-15521-GM	
		ADVERSARY NUMBER 08-01488-GM	
HELEN RYAN FRAZER, TRUSTEE Plaintiff		ABSTRACT OF JUDGMENT	
vs. LYDIA HARRIS Defendant			

The Judgment Creditor applies for an abstract of judgment and represents:

1. The Judgment Debtor's:

a. Name and address

LYDIA HARRIS
3910 DAPHNE STREET
HOUSTON, TX 77021-4016

☐ Address Unknown

b. Driver's License No.

☒ Unknown

c. Social Security No.

☒ Unknown

2. The Summons was personally served at, or mail to (address):

3910 DAPHNE STREET HOUSTON TX 77021

3. ☐ Information regarding additional judgment debtors is shown on reverse side.

Dated: 1-7-12


(Signature of Judgment Creditor or Attorney)

(Continued on Reverse Side)

Case 1:08-ap-01488-GM Doc 22 Filed 01/10/13 Entered 01/16/13 09:58:58 Desc
Main Document Page 2 of 3

Abstract of Judgment - Page Two

In re LYDIA HARRIS (SHORT TITLE)	CHAPTER 7
Debtor(s).	ADVERSARY NO.: 08-01488-GM

4. I certify that in the above-entitled action and Court, Judgment was entered on SEPTEMBER 15, 2009
in favor of HELEN RYAN FRAZER, TRUSTEE and against LYDIA HARRIS
for \$ 1,000,000.00 Principal,
\$ _____ Interest,
\$ _____ Attorney's Fees, and
\$ _____ Costs.

A lien in favor of a judgment creditor is:

- ☒ not endorsed on the judgment.
☐ endorsed on the judgment as follows:
1. Amount \$ _____
2. In favor of (name) _____

A stay of execution has:

- ☒ not been ordered by the Court.
☐ been ordered by the Court effective until (date): _____

Attested this SEAL day of 10 2013

KATHLEEN J. CAMPBELL
Clerk of the Bankruptcy Court

KATHLEEN J. CAMPBELL

By: Tony Davis
Deputy Clerk

Information regarding additional judgment debtors:

Case 1:08-ap-01488-GM Doc 22 Filed 01/10/13 Entered 01/16/13 09:58:58 Desc
Main Document Page 3 of 3

LAW OFFICES OF PATRICK K. McCLELLAN
Patrick K. McClellan #077352
pkellymc@pacbell.net
2211 Michelson Drive, Suite 700
Irvine, CA 92612
(949)261-7615
Attorney for Helen Ryan Frazer, Chapter 7 Trustee

FILED & ENTERED

SEP 15 2009

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY pgarola DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

In re	)	Case No. SV-96-15521-GM
	)	Chapter 7
LYDIA HARRIS,)	
)	
Debtor.)	
	)	Adv. Pro. No. 08-01488-GM
HELEN RYAN FRAZER, Chapter 7 Trustee,)	
	)	DEFAULT JUDGMENT
Plaintiff,)	
)	
v.)	
)	
LYDIA HARRIS, et. al.,)	
)	
Defendants.)	

Plaintiff's Motion for Entry of Default Judgment, together with the papers and
pleadings on file herein, having been considered and on good cause appearing therefore:

IT IS HEREBY ORDERED that Judgment in favor of Helen Ryan Frazer, Chapter 7
Trustee, and against Debtor Lydia Harris in the amount of \$1,000,000 is hereby entered.

###

DATED: September 15, 2009

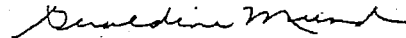

United States Bankruptcy Judge

EXHIBIT 15B

EXHIBIT 15B

Case 1:13-ap-01035-MT Doc 42-1 Filed 06/17/13 Entered 06/17/13 13:29:58 Desc
Exhibit Exhibit A Page 1 of 6

This page is part of your document - DO NOT DISCARD



20130523127



Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

04/09/13 AT 08:39AM

Pages:
0006

FEES:	30.00
TAXES:	0.00
OTHER:	0.00
PAID:	30.00



LEADSHEET



201304090040018

00007516515



004773915

SEQ:
01

DAR - Courier (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

Case 1:13-ap-01035-MT Doc 42-1 Filed 06/17/13 Entered 06/17/13 13:29:58 Desc

RECORDING REQUESTED BY AND MAIL TO:

(Name and mailing address, including city, state,
and ZIP code, of requesting party)

Helen R. Frazer
Atkinson Andelson Loya Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, CA 90703



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DOCUMENT TITLE

- ☐ ABSTRACT OF JUDGMENT
- ☐ ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT
- ☒ OTHER (specify): DEFAULT JUDGMENT

13-ap-01035-MT Doc 42-1 Filed 06/17/13 Entered 06/17/13 13:29:58 Desc
Exhibit Exhibit A Page 3 of 6



UNITED STATES BANKRUPTCY COURT - CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES BANKRUPTCY COURT - CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES BANKRUPTCY COURT
UNITED STATES BANKRUPTCY COURT - CENTRAL DISTRICT OF CALIFORNIA
Central District of California

I hereby attest and certify that on APR - 3 2013 the attached reproduction(s),
UNITED STATES BANKRUPTCY COURT - CENTRAL DISTRICT OF CALIFORNIA
containing 3 pages, is a full, true and correct copy of the complete document
entitled: Default Judgment

Case #: 1:08-ap-01488-GM Doc #: 17

which includes: ☐ Exhibits ☒ Attachments

on file in my office and in my legal custody at the marked location:

- | | |
|---|---|
| <input type="checkbox"/> 255 E. Temple Street, Suite 940
Los Angeles, CA 90012 | <input type="checkbox"/> 3420 Twelfth Street, Suite 125
Riverside, CA 92501-3819 |
| <input type="checkbox"/> 411 West 4th Street, Suite 2074
Santa Ana, CA 92701-4593 | <input type="checkbox"/> 1415 State Street
Santa Barbara, CA 93101-2511 |
| <input checked="" type="checkbox"/> 21041 Burbank Boulevard
Woodland Hills, CA 91367 | |

KATHLEEN J. CAMPBELL
Clerk of Court

UNITED STATES BANKRUPTCY COURT - CENTRAL DISTRICT OF CALIFORNIA

By: [Signature]
Deputy Clerk

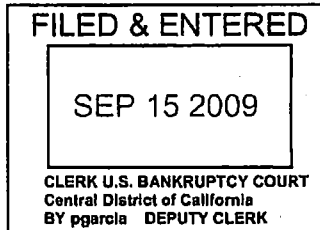
**THIS CERTIFICATION IS VALID ONLY WITH THE
UNITED STATES BANKRUPTCY COURT SEAL.**

UNITED STATES BANKRUPTCY COURT - CENTRAL DISTRICT OF CALIFORNIA

Case 1:13-ap-01035-MT Doc 42-1 Filed 06/17/13 Entered 06/17/13 13:29:58 Desc

Case 1:08-ap-01488-GM Doc 17 Filed 09/15/09 Entered 09/15/09 10:02:17 Desc
Main Document Page 1 of 3

LAW OFFICES OF PATRICK K. McCLELLAN
Patrick K. McClellan #077352
pkellymc@pacbell.net
2211 Michelson Drive, Suite 700
Irvine, CA 92612
(949)261-7615
Attorney for Helen Ryan Frazer, Chapter 7 Trustee



UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA

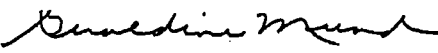
In re	)	Case No. SV-96-15521-GM
	)	Chapter 7
LYDIA HARRIS,)	
)	
Debtor.)	
_____	)	Adv. Pro. No. 08-01488-GM
HELEN RYAN FRAZER, Chapter 7 Trustee,)	
	)	DEFAULT JUDGMENT
Plaintiff,)	
)	
v.)	
)	
LYDIA HARRIS, et. al.,)	
)	
Defendants.)	
_____)	

Plaintiff's Motion for Entry of Default Judgment, together with the papers and
pleadings on file herein, having been considered and on good cause appearing therefore:

IT IS HEREBY ORDERED that Judgment in favor of Helen Ryan Frazer, Chapter 7
Trustee, and against Debtor Lydia Harris in the amount of \$1,000,000 is hereby entered.

###

DATED: September 15, 2009


United States Bankruptcy Judge

Case 1:13-ap-01035-MT Doc 42-1 Filed 06/17/13 Entered 06/17/13 13:29:58 Desc

Case 1:08-ap-01488-GM Doc 17 Filed 09/15/09 Entered 09/15/09 10:02:17 Desc
Main Document Page 2 of 3

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 2211 Michelson Drive, Suite 700, Irvine, CA 92612 The foregoing document described as [Proposed] DEFAULT JUDGMENT will be served or was served in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On August 25, 2009 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

United States Trustee, ustpreion16.la.ecf@usdoj.gov
Chapter 7 Trustee, hfraser@aalrr.com

[] Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served): On August 25, 2009, I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope with postage thereon fully prepaid in the United States Mail and/or with an overnight mail service addressed as follows:

Lydia Harris
14019 Southwest Fwy #301-599
Sugarland, TX 77478

[] Service information continued on attached page

III. SERVED BY FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to Fed. R. Civ. Proc. 5 and/or controlling LBR, on August 25, 2009 I served the following person(s) and/or entity(ies), who consented in writing to such service method, by facsimile transmission and/or email as follows:

[] Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed August 25, 2009 at Irvine, California

PATRICK K. McCLELLAN

/s/ Patrick K. McClellan
PATRICK K. McCLELLAN

Case 1:13-ap-01035-MT Doc 42-1 Filed 06/17/13 Entered 06/17/13 13:29:58 Desc

Case 1:08-ap-01488-GM Doc 17 Filed 09/15/09 Entered 09/15/09 10:02:17 Desc
Main Document Page 3 of 3

SERVICE LIST FOR THE ENTERED ORDER

Notice is given by the court that a judgment or order entitled DEFAULT JUDGMENT was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On August 25, 2009 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

United States Trustee, ustregion16.la.ecf@usdoj.gov
Chapter 7 Trustee, hfraser@aalrr.com
Attorney for Chapter 7 Trustee, pkellymc@pacbell.net

[] Service information continued on attached page

II. SERVED BY THE COURT VIA U.S. MAIL: A copy of this notice and a true copy of this judgment or order was sent by U.S. Mail to the following person(s) and/or entity(ies) at the address(es) indicated below:

N/A

[] Service information continued on attached page

III. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of the judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve complete copy bearing an "Entered" stamp by U.S. Mail, overnight mail, facsimile transmission or email to the following person(s) and/or entity(ies) at the address(es), facsimile transmission number(s) and/or email address(es) indicated below:

Lydia Harris
14019 Southwest Fwy #301-599
Sugarland, TX 77478

EXHIBIT 16 A

EXHIBIT 16 A

Case 1:08-ap-01489-GM Doc 22 Filed 07/29/09 Entered 07/29/09 15:22:22 Desc
Main Document Page 1 of 5

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number LAW OFFICE OF PATRICK K. McCLELLAN Patrick K. McClellan #77352 pkellymc@pacbell.net 2211 Michelson Drive, Ste 700 Irvine, CA 92612 (949)261-7615 (949)851-2772 (fax) Attorney for Plaintiff HELEN RYAN FRAZER, Chapter 7 Trustee		FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; text-align: center;">RECEIVED JUL 24 2009 CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA By _____</div>	
In re: LYDIA HARRIS		Debtor. HELEN RYAN FRAZER, Chapter 7 Trustee	
Plaintiff(s). LYDIA HARRIS, et. al.		CHAPTER <u>7</u> CASE NUMBER <u>96-15521-GM</u> ADVERSARY NUMBER <u>08-01489-GM</u>	
		(No Hearing Required)	
Defendant(s).			

**REQUEST FOR ENTRY OF DEFAULT UNDER
LOCAL BANKRUPTCY RULE 7055-1**

TO THE DEFENDANT, DEFENDANT'S ATTORNEY AND OTHER INTERESTED PARTIES:

1. Name of Defendant against whom default is sought (Name): LYDIA HARRIS
2. Plaintiff filed the Complaint in the above-captioned proceeding on (specify date): 8/22/08
3. The Summons and Complaint were served on Defendant by ☐ Personal Service ☒ Mail Service
on the following date (specify date): 9/8/08
4. A conformed copy of the completed Return of Summons form is attached hereto.
5. The time for filing an Answer or other response expired on (specify date): 9/29/08
6. No Answer or other response has been filed or served by Defendant.

WHEREFORE, Plaintiff requests that the Clerk of the Court enter the default of Defendant.

Dated: 7/22/09

Default entered on (specify date): **JUL 29 2009**

JON D. CERETTO
Clerk of the Bankruptcy Court
By [Signature]
Deputy Clerk

Respectfully submitted,

LAW OFFICE OF PATRICK K. McCLELLAN

Firm Name

By: [Signature]

Name: **PATRICK K. McCLELLAN**

Attorney for Plaintiff or Plaintiff

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

January 2009

F 7055-1.1

Case 1:08-ap-01489-GM Doc 22 Filed 07/29/09 Entered 07/29/09 15:22:22 Desc
Main Document Page 2 of 5

Request for Entry of Default Under Local Bankruptcy Rule 9021-1 - Page 2

F 7055-1.1

In re LYDIA HARRIS

CHAPTER 7

Debtor. CASE NO.: 96-15521-GM

NOTE: When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I.
Proposed orders do not generate an NEF because only orders that have been entered are placed on a CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document described as REQUEST FOR ENTRY OF DEFAULT
will be served or was served (a) on the judge
in chambers in the form and manner required by LBR 5005-2(d), and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____ I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addressed indicated below:

☐ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On 7/22/09 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follow. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

LYDIA HARRIS
3910 Daphne
Houston TX 77201

☐ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method) by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

July 22, 2009

PATRICK K. McCLELLAN

Date

Type Name

Signature

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

January 2009

F 7055-1.1

Case 1:08-ap-01489-GM Doc 22 Filed 07/29/09 Entered 07/29/09 15:22:22 Desc
Main Document Page 3 of 5

Request for Entry of Default Under Local Bankruptcy Rule 9021-1 - Page 3

F 7055-1.1

In re LYDIA HARRIS

CHAPTER 7

Debtor. CASE NO.: 96-15521-GM

ADDITIONAL SERVICE INFORMATION (if needed):

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

January 2009

F 7055-1.1

Case 1:08-ap-01489-GM Doc 22 Filed 07/29/09 Entered 07/29/09 15:22:22 Desc
Main Document Page 4 of 5

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number LAW OFFICE OF PATRICK K. MCCLELLAN Patrick K. McClellan #77352 2211 Michelson Drive, Ste 700 Irvine, CA 92612 (949)261-7615 (949)851-2772 (fax)		FOR COURT USE ONLY	
Attorney for Plaintiff HELEN RYAN FRAZER, Chapter 7 Trustee		RECEIVED AUG 22 2008 CLERK OF THE COURT CENTRAL DISTRICT OF CALIFORNIA	
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA			
In re: LYDIA HARRIS		CHAPTER 7	
		CASE NUMBER 96-15521-GM	
Debtor.		ADVERSARY NUMBER 08-01489-GM	
HELEN RYAN FRAZER, Chapter 7 Trustee		(The Boxes and Blank Lines below are for the Court's Use Only) (Do Not Fill Them In)	
vs.		SUMMONS AND NOTICE OF STATUS CONFERENCE	
LYDIA HARRIS, NEW IMAGE CORPORATION, a California corp.			
Plaintiff(s).			
Defendant(s).			

TO THE DEFENDANT: A Complaint has been filed by the Plaintiff against you. If you wish to defend yourself, you must file with the Court a written pleading, in duplicate, in response to the Complaint. You must also send a copy of your written response to the party shown in the upper left-hand corner of this page. Unless you have filed in duplicate and served a responsive pleading by SEP 29 2008, the Court may enter a judgment by default against you for the relief demanded in the Complaint.

A Status Conference on the proceeding commenced by the Complaint has been set for:

Hearing Date: <u>OCT 29 2008</u>	Time: <u>1:30 P.M.</u>	Courtroom: <u>303</u>	Floor: <u>3rd</u>
<input type="checkbox"/> 255 East Temple Street, Los Angeles	<input type="checkbox"/> 411 West Fourth Street, Santa Ana		
<input checked="" type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills	<input type="checkbox"/> 1415 State Street, Santa Barbara		
<input type="checkbox"/> 3420 Twelfth Street, Riverside			

PLEASE TAKE NOTICE that if the trial of the proceeding is anticipated to take less than two (2) hours, the parties may stipulate to conduct the trial of the case on the date specified, instead of holding a Status Conference. Such a stipulation must be lodged with the Court at least two (2) Court days before the date set forth above and is subject to Court approval. The Court may continue the trial to another date if necessary to accommodate the anticipated length of the trial.

Date of Issuance: AUG 29 2008

JON D. CERETTO
Clerk of the Bankruptcy Court

By: Debra Espino
Deputy Clerk

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Revised December 1998 (COA-SA)

F 7004-1

Case 1:08-ap-01489-GM Doc 22 Filed 07/29/09 Entered 07/29/09 15:22:22 Desc
Main Document Page 5 of 5

Summons and Notice of Status Conference - Page 2

F 7004-1

In re LYDIA HARRIS	CHAPTER 7
Debtor.	CASE NUMBER 96-15521-GM

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

1. I am employed in the County of ORANGE, State of California. I am over the age of 18 and not a party to the within action. My business address is as follows:
2211 Michelson Drive, Ste 700, Irvine, CA 92612

2. ☒ Regular Mail Service: On 9-8-08, I served the foregoing Summons and Notice of Status Conference (and any instructions attached thereto), together with the Complaint filed in this proceeding, on the Defendant(s) at the following address(es) by placing a true and correct copy thereof in a sealed envelope with postage thereon fully prepaid in the United States Mail at _____, California, addressed as set forth below.

3. ☐ Personal Service: On _____, personal service of the foregoing Summons and Notice of Status Conference (and any instructions attached thereto), together with the Complaint filed in this proceeding, was made on the Defendant(s) at the address(es) set forth below.

4. Defendant(s) and address(es) upon which service was made:

LYDIA HARRIS
3910 DAPHNE
HOUSTON, TEXAS 77021
NEW IMAGE CORPORATION
c/o LYDIA HARRIS
3910 DAPHNE
HOUSTON, TX 77021

COURTESY COPY
SHARON Z. WEISS, ESQ.
RICHARDSON & PATEL, LLP
10900 WILSHIRE BLVD #500
LOS ANGELES, CA 90024

☐ Names and Addresses continued on attached page.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: 9-8-08

PATRICK K. McCLELLAN
Type Name

Patrick K. McClellan
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Revised December 1998 (CDA-SA)

F 7004-1

EXHIBIT 16B

EXHIBIT 16B

Case 1:08-ap-01489-GM Doc 23 Filed 07/29/09 Entered 07/29/09 15:44:15 Desc
Main Document Page 1 of 5

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number		FOR COURT USE ONLY
LAW OFFICE OF PATRICK K. McCLELLAN Patrick K. McClellan #77352 pkellymc@pacbell.net 2211 Michelson Drive, Ste 700 Irvine, CA 92612 (949)261-7615 (949)851-2772 (fax)		RECEIVED JUL 24 2009 BANKRUPTCY COURT OF CALIFORNIA Deputy Clerk
Attorney for Plaintiff HELEN RYAN FRAZER, Chapter 7 Trustee		
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA		
In re:		
LYDIA HARRIS		
Debtor:		
HELEN RYAN FRAZER, Chapter 7 Trustee		CHAPTER <u>7</u>
Plaintiff(s).		CASE NUMBER 96-15521-GM
vs.		ADVERSARY NUMBER 08-01489-GM
LYDIA HARRIS, et. al.		
Defendant(s).		(No Hearing Required)

**REQUEST FOR ENTRY OF DEFAULT UNDER
LOCAL BANKRUPTCY RULE 7055-1**

TO THE DEFENDANT, DEFENDANT'S ATTORNEY AND OTHER INTERESTED PARTIES:

1. Name of Defendant against whom default is sought (Name): NEW IMAGE CORPORATION, a corporation
2. Plaintiff filed the Complaint in the above-captioned proceeding on (specify date): 8/22/08
3. The Summons and Complaint were served on Defendant by ☐ Personal Service ☒ Mail Service
on the following date (specify date): 9/8/08
4. A conformed copy of the completed Return of Summons form is attached hereto.
5. The time for filing an Answer or other response expired on (specify date): 9/29/08
6. No Answer or other response has been filed or served by Defendant.

WHEREFORE, Plaintiff requests that the Clerk of the Court enter the default of Defendant.

Dated: 7/22/09

Default entered on (specify date): **JUL 29 2009**
JON D. CERETTO
Clerk of the Bankruptcy Court
By: Cecilia G. Sinos
Deputy Clerk

Respectfully submitted,

LAW OFFICE OF PATRICK K. McCLELLAN

Firm Name

By: Patrick K. McClellan

Name: PATRICK K. McCLELLAN

Attorney for Plaintiff or Plaintiff

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

January 2009

F 7055-1.1

Case 1:08-ap-01489-GM Doc 23 Filed 07/29/09 Entered 07/29/09 15:44:15 Desc
Main Document Page 2 of 5

Request for Entry of Default Under Local Bankruptcy Rule 9021-1 - Page 2 F 7055-1.1
In re LYDIA HARRIS CHAPTER 7
Debtor. CASE NO.: 98-15521-GM

NOTE: When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I.
Proposed orders do not generate an NEF because only orders that have been entered are placed on a CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

A true and correct copy of the foregoing document described as REQUEST FOR ENTRY OF DEFAULT
will be served or was served (a) on the judge
in chambers in the form and manner required by LBR 5005-2(d), and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF"). - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On _____ I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address indicated below:

☐ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):
On 7/22/09 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follow. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.
New Image Corporation c/o LYDIA HARRIS
3910 Daphne
Houston TX 77201

☐ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method) by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

July 22, 2009
Date

PATRICK K. McCLELLAN
Type Name


Signature

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

January 2009

F 7055-1.1

Case 1:08-ap-01489-GM Doc 23 Filed 07/29/09 Entered 07/29/09 15:44:15 Desc
Main Document Page 3 of 5

Request for Entry of Default Under Local Bankruptcy Rule 9021-1 - Page 3 **F 7055-1.1**
In re LYDIA HARRIS CHAPTER 7
Debtor. CASE NO.: 96-15521-GM

ADDITIONAL SERVICE INFORMATION (if needed):

This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

January 2009

F 7055-1.1

Case 1:08-ap-01489-GM Doc 23 Filed 07/29/09 Entered 07/29/09 15:44:15 Desc
Main Document Page 4 of 5

Attorney or Party Name, Address, Telephone & FAX Numbers, and California State Bar Number LAW OFFICE OF PATRICK K. MCCLELLAN Patrick K. McClellan #77352 2211 Michelson Drive, Ste 700 Irvine, CA 92612 (949)261-7615 (949)851-2772 (fax)		FOR COURT USE ONLY FILED SEP 10 2008	
RECEIVED AUG 22 2008			
Attorney for Plaintiff HELEN RYAN FRAZER, Chapter 7 Trustee			
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA			
In re: LYDIA HARRIS		CHAPTER 7	
		CASE NUMBER 96-15521-GM	
Debtor.		ADVERSARY NUMBER 08-01489-GM	
HELEN RYAN FRAZER, Chapter 7 Trustee		(The Boxes and Blank Lines below are for the Court's Use Only) (Do Not Fill Them In)	
vs.		SUMMONS AND NOTICE OF STATUS CONFERENCE	
LYDIA HARRIS, NEW IMAGE CORPORATION, a California corp.			
Plaintiff(s).			
Defendant(s).			

TO THE DEFENDANT: A Complaint has been filed by the Plaintiff against you. If you wish to defend yourself, you must file with the Court a written pleading, in duplicate, in response to the Complaint. You must also send a copy of your written response to the party shown in the upper left-hand corner of this page. Unless you have filed in duplicate and served a responsive pleading by **SEP 29 2008** the Court may enter a judgment by default against you for the relief demanded in the Complaint.

A Status Conference on the proceeding commenced by the Complaint has been set for:

Hearing Date: OCT 29 2008	Time: 1:30 P.M.	Courtroom: 303	Floor: 3rd
<input type="checkbox"/> 255 East Temple Street, Los Angeles	<input type="checkbox"/> 411 West Fourth Street, Santa Ana		
<input checked="" type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills	<input type="checkbox"/> 1416 State Street, Santa Barbara		
<input type="checkbox"/> 3420 Twelfth Street, Riverside			

PLEASE TAKE NOTICE that if the trial of the proceeding is anticipated to take less than two (2) hours, the parties may stipulate to conduct the trial of the case on the date specified, instead of holding a Status Conference. Such a stipulation must be lodged with the Court at least two (2) Court days before the date set forth above and is subject to Court approval. The Court may continue the trial to another date if necessary to accommodate the anticipated length of the trial.

Date of Issuance: **AUG 21 2008**

JON D. CERETTO
Clerk of the Bankruptcy Court

By: *Carla Espino*
Deputy Clerk

Case 1:08-ap-01489-GM Doc 23 Filed 07/29/09 Entered 07/29/09 15:44:15 Desc
Main Document Page 5 of 5

Summons and Notice of Status Conference - Page 2

F 7004-1

In re LYDIA HARRIS	CHAPTER 7
Debtor	CASE NUMBER 98-15521-GM

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

1. I am employed in the County of ORANGE, State of California. I am over the age of 18 and not a party to the within action. My business address is as follows:
2211 Michelson Drive, Ste 700, Irvine, CA 92612
2. ☒ Regular Mail Service: On 9-8-08, I served the foregoing Summons and Notice of Status Conference (and any instructions attached thereto), together with the Complaint filed in this proceeding, on the Defendant(s) at the following address(es) by placing a true and correct copy thereof in a sealed envelope with postage thereon fully prepaid in the United States Mail at _____, California, addressed as set forth below.
3. ☐ Personal Service: On _____, personal service of the foregoing Summons and Notice of Status Conference (and any instructions attached thereto), together with the Complaint filed in this proceeding, was made on the Defendant(s) at the address(es) set forth below.
4. Defendant(s) and address(es) upon which service was made:

LYDIA HARRIS
3910 DAPHNE
HOUSTON, TEXAS 77021
NEW IMAGE CORPORATION
c/o LYDIA HARRIS
3910 DAPHNE
HOUSTON, TX. 77021.


COURTESY COPY:
CHARLES Z. WEISS, ESQ.
RICHARDSON & PATEL, LLP
10900 WILLOWHIRE BLVD #500
LOS ANGELES, CA. 90029

☐ Names and Addresses continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: 9-8-08

PATRICK K. MCGLELLAN
Type Name


Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

Revised December 1988 (COA-SA)

F 7004-1

EXHIBIT 16 C

EXHIBIT 16 C

Case 1:08-ap-01489-GM Doc 29 Filed 06/03/13 Entered 06/03/13 08:12:19 Desc
Main Document Page 1 of 4

FILED & ENTERED

JUN 03 2013

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY Haraway DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION

In re:

Lydia E Harris

Debtor(s).

CHAPTER 7

Case No.: 1:96-bk-15521-GM
Adv No: 1:08-ap-01489-GM

**ORDER GRANTING IN FULL TRUSTEE'S
MOTION TO APPROVE COMPROMISE AND
DISMISS ADVERSARY PROCEEDING**

Helen Ryan Frazer

Plaintiff(s).

v.

Conquest Media Group, LLC, Lydia
Harris, Michael Ray Harris, New Image
Corp a California Corp, Wasserman
Comden & Casselman LLP

Defendant(s).

Date: April 10, 2013
Time: 1 p.m.
Courtroom: 302

On December 27, 2012, Helen Ryan Frazer, the trustee in this chapter 7 case (the
"Trustee"), brought a Motion for an Order Approving Compromise of Controversy and

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Main Document Page 2 of 4

1 for Dismissal of Adversary Proceeding No. 08-1489-GM (the "Motion").

2 Lydia Harris, the debtor in this case (the "Debtor"), Michael Harris, the Debtor's
3 ex-husband and Weinstein, Weiss and Ordubegian, LLP ("WWO") each filed objections
4 to the Motion.

5 The Trustee filed replies to the objections.

6 As Hon. Geraldine Mund has recused herself from this matter, this matter was
7 initially heard on 1/29/13 in front of Hon. Kathleen Thompson, who continued this
8 hearing to give Debtor additional time to file responsive papers. After another
9 continuance without hearing, this matter was heard by the undersigned on 4/10/13 at
10 1p.m. in Courtroom 302.

11 Having considered the Motion, the objections, the replies and the oral arguments
12 of counsel, and for the reasons stated in the Memorandum of Decision, which will be
13 filed in conjunction with this order:

14 The Motion is hereby GRANTED in full.

15 The Settlement Agreement and General Release between the Trustee and
16 Wasserman, Comden & Casselman ("Wasserman") attached to the Motion as Exhibit 1
17 (the "Settlement Agreement") is approved.

18 The Trustee is authorized to take all action necessary, including but not limited to
19 executing requisite documents, to effectuate the Settlement Agreement.

20 Adversary Proceeding 08-01489 is hereby dismissed in its entirety.

21 ###

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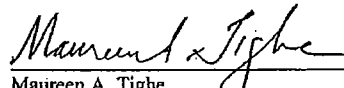
24

25 Date: June 3, 2013

26

27

28


Maureen A. Tighe
United States Bankruptcy Judge

Case 1:08-ap-01489-GM Doc 29 Filed 06/03/13 Entered 06/03/13 08:12:19 Desc
Main Document Page 3 of 4

NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled (*specify*):) Order Granting in Full Trustee's Motion to Approve Compromise was entered on the date indicated as ~~A~~Entered~~d~~ on the first page of this judgment or order and will be served in the manner stated below:

1. **SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)** Pursuant to controlling General Orders and LBRs, the foregoing document was served on the following persons by the court via NEF and hyperlink to the judgment or order. As of May 28, 2013, the following persons are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email addresses stated below.

- Sonya Chandler Anderson sonya@attysonyaandersonlaw.com
- Ashleigh A Danker adanker@dankerlawfirm.com
- Helen R. Frazer (TR) hfrazier@aalrr.com,
mbuenaventura@aalrr.com;hfrazier@ecf.epiqsystems.com,C112@ecfcbis.com
- Peter J Gurfein pgurfein@lgbfirm.com, marizaga@lgbfirm.com
chebert@lgbfirm.com;scolen@lgbfirm.com
- Eric P Israel eisrael@dgd.com, danninggill@gmail.com
- Daniel J McCarthy dmccarthy@hillfarrer.com,
spadilla@hillfarrer.com;docket@hillfarrer.com
- Patrick K McClellan patrick@patrickmcclellan.com
- Nathan D Meyer nmeyer@raklaw.com, ksanderlin@raklaw.com
- Zev Shechtman zshechtman@dgd.com, danninggill@gmail.com
- Gary R Wallace garyrwallace@ymail.com
- David R. Weinstein david.weinstein@bryancave.com,raul.morales@bryancave.com
alicia.moore@bryancave.com,
- Sharon Z Weiss sharon.weiss@bryancave.com
- Steven Goldberg sgoldberg@raklaw.com

page

☐ Service information continued on attached

2. **SERVED BY THE COURT VIA UNITED STATES MAIL:** A copy of this notice and a true copy of this judgment or order was sent by United States mail, first class, postage prepaid, to the following persons and/or entities at the addresses indicated below:

Renee L Campbell
Law Offices of Renee L Campbell
1055 W 7th St, Ste 2140
Los Angeles, CA 90017

William A Clark
1008 W Ave M-14, #d

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012

F 9021-1.1.NOTICE.ENTERED.ORDER

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Main Document Page 4 of 4

Palmdale, CA 93551

W Dean Cloud
17911 Von Karman Ave #300
Irvine, CA 92714

Conquest Media Group, LLC
c/o Akin Gump Strauss Hauer & Feld LLP
Attn: Peter Gurfein, Esq.
2029 Century Park East, Suite 2400
Los Angeles, CA 90067

Peter Q Ezzell
HAIGHT BROWN & BONESTEEL LLP
6080 Center Dr., Ste. 800
Los Angeles, CA 90045-1574

STEVEN M GOLDBERG
Russ August & Kabat
12424 Wilshire Boulevard, 12th Floor
Los Angeles, CA 90025

Yale M Harlow
777 S Figueroa St #3700
Los Angeles, CA 90017

William E Ireland
Haight Brown & Bonesteel
555 So Flower St 45th Fl
Los Angeles, CA 90071

page ☐ Service Information continued on attached

3. **TO BE SERVED BY THE LODGING PARTY:** Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by United States mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following persons and/or entities at the addresses, facsimile transmission numbers, and/or email addresses stated below:

page ☐ Service Information continued on attached

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012

F 9021-1.1.NOTICE.ENTERED.ORDER

EXHIBIT 17

(Filed Under Seal 08/08/2013 ECF Docket No. 63)

EXHIBIT 17

(Filed Under Seal 08/08/2013 ECF Docket No. 63)

EXHIBIT 18

EXHIBIT 18

Case 1:96-bk-15521-GM Doc 131 Filed 01/23/09 Entered 01/23/09 16:32:17 Desc
Main Document Page 1 of 7

1 DAVID R. WEINSTEIN (State Bar No. 082881)
SHARON Z. WEISS (State Bar No. 169446)
2 ANDY S. KONG (State Bar No. 243933)
CHRISTINA ERICKSON (State Bar No. 231570)
3 RICHARDSON & PATEL, LLP
10900 Wilshire Blvd., Suite 500
4 Los Angeles, California 90024
Telephone (310) 208-1182
5 Facsimile (310) 208-1154

6 Attorneys for Weinstein, Weiss &
Ordubegian, LLP and Richardson & Patel, LLP
7

8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 SAN FERNANDO DIVISION
11

12 In re	)	Case No. 01:96-bk-15521-GM
13 LYDIA HARRIS,	)	[Chapter 7]
14 Debtor.	)	NOTICE OF LIEN
15	)	[NO HEARING REQUIRED]
16)	

17 TO: EACH PARTY AND TO THEIR RESPECTIVE COUNSELS OF RECORD
18 AND TO ALL OTHER PERSONS OR ENTITIES INTERESTED IN THIS
19 ACTION:

20 YOU ARE HEREBY NOTIFIED that Weinstein Weiss & Ordubegian, LLP
21 and Richardson & Patel, LLP (collectively "Counsel") were formerly attorneys of
22 record for debtor Lydia Harris in this case. Counsel have now been relieved as
23 attorneys of record by court order dated December 10, 2008, ECF Doc. No. 129.

24 YOU ARE FURTHER NOTIFIED that, in accordance with the terms of a
25 written fee agreement, Counsel has and claims a lien ahead of all others on Lydia
26 Harris's causes of action asserted in this action, and on any judgment

27 ///

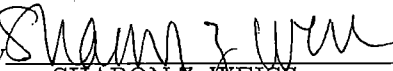
28 ///

Case 1:96-bk-15521-GM Doc 131 Filed 01/23/09 Entered 01/23/09 16:32:17 Desc
Main Document Page 2 of 7

1 rendered in favor of Lydia Harris in this action, to secure payment for legal services
2 rendered and costs and expenses advanced on her behalf.

3
4 DATED: January 23, 2009

WEINSTEIN, WEISS & ORDUBEGIAN,
LLP and RICHARDSON & PATEL, LLP

5
6
7 By 
8 SHARON Z. WEISS
9 Attorneys for Weinstein Weiss &
10 Ordubegian, LLP and Richardson &
11 Patel, LLP
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Case 1:96-bk-15521-GM Doc 131 Filed 01/23/09 Entered 01/23/09 16:32:17 Desc
Main Document Page 3 of 7

In re: Lydia Harris	CHAPTER 7
Debtor(s).	CASE NUMBER: 01-96-bk-15521

NOTE: When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Richardson & Patel, LLP
10900 Wilshire Blvd., Ste. 500
Los Angeles, CA 90024

The foregoing document described NOTICE OF LIEN will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On January 23, 2009 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

☒ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On January 23, 2009 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

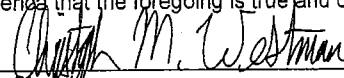
☒ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. *Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

January 23, 2009 CHRISTOPHER M. WESTMAN
Date Type Name


Signature

Case 1:96-bk-15521-GM Doc 131 Filed 01/23/09 Entered 01/23/09 16:32:17 Desc
Main Document Page 4 of 7

ATTACHMENT TO PROOF OF SERVICE OF DOCUMENT

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC
FILING ("NEF")

U.S. TRUSTEE

U.S. Trustee (LA)

ustpreion16.la.ecf@usdoj.gov

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL

A. Persons or Entities Served by U.S. Mail:

Party or Role

Lydia Harris

14019 Southwest Fwy Ste 599

Sugar Land TX 77478-3563

Counsel for Debtor Marion "Suge"

Knight, Jr.

Daniel J. McCarthy

Hill, Farrer & Burrill LLP

One Californina Plaza

300 South Grand Ave., 37th Floor

Los Angeles, CA 90071-3147

Counsel for Debtor Death Row
Records, Inc.

Robert S. Altagen

Law Offices of Robert S. Altagen,
Inc.

A Professional Corporation

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Knight, Jr. & Death Row Records

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& Weintraub LLP

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LLP

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Case 1:96-bk-15521-GM Doc 131 Filed 01/23/09 Entered 01/23/09 16:32:17 Desc
Main Document Page 5 of 7

Counsel for Death Row Records

Trustee

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Accountants to Knight Trustee

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Sherman Oaks, CA 91403

Counsel for Knight Trustee

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Danning, Gill, Diamond & Kollitz,
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REQUEST FOR SPECIAL

NOTICE

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Arnauld

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Counsel for Creditor Sharitha

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Counsel for Creditors Bridgeport

Music Inc., Southfield Music, Inc.,

Westbound Records, Inc. and Nine

Records Inc.

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Case 1:96-bk-15521-GM Doc 131 Filed 01/23/09 Entered 01/23/09 16:32:17 Desc
Main Document Page 6 of 7

Counsel for Creditors Tammie
Hawkins
and Digital Revolution Holdings,
Inc.

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Senior Vice President
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Amaru Entertainment, Inc.

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Los Angeles County Treasurer and
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Case 1:96-bk-15521-GM Doc 131 Filed 01/23/09 Entered 01/23/09 16:32:17 Desc
Main Document Page 7 of 7

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Judge's Copy
Hon. Geraldine Mund
U.S. Bankruptcy Court
21041 Burbank Blvd. #342
Woodland Hills, CA 91367-6606

EXHIBIT 19

EXHIBIT 19

Case 2:06-bk-11187-VZ Doc 749 Filed 01/23/09 Entered 01/23/09 16:44:15 Desc
Main Document Page 1 of 7

1 SHARON Z. WEISS (State Bar No. 169446)
CHRISTINA ERICKSON (State Bar No. 231570)
2 ANDY S. KONG (State Bar No. 243933)
RICHARDSON & PATEL, LLP
3 10900 Wilshire Blvd., Ste. 500
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4 Telephone (310) 208-1182
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5

6 Attorneys for Weinstein, Weiss &
Ordubegian, LLP and Richardson & Patel, LLP
7

8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 LOS ANGELES DIVISION
11

12 In re	}	Bk. No. 2:06-bk-11187-VZ
13 MARION KNIGHT, JR. <i>aka</i>		[Chapter 11]
14 SUGE KNIGHT,		
15 Debtor.		
16 _____		17 [NO HEARING REQUIRED]

17 TO: EACH PARTY AND TO THEIR RESPECTIVE COUNSELS OF RECORD
18 AND TO ALL OTHER PERSONS OR ENTITIES INTERESTED IN THIS
19 ACTION:

20 YOU ARE HEREBY NOTIFIED that Weinstein Weiss & Ordubegian, LLP
21 and Richardson & Patel, LLP (collectively "Counsel") Richardson & Patel, LLP were
22 formerly attorneys of record for interested party Lydia Harris in this case. Counsel
23 have now been relieved as attorneys of record by court order dated December 2, 2008,
24 ECF Doc. No. 686.

25 YOU ARE FURTHER NOTIFIED that, in accordance with the terms of a
26 written fee agreement, Counsel has and claims a lien ahead of all others on Lydia
27 Harris's causes of action asserted in this action, and on any judgment

28 ///

Case 2:06-bk-11187-VZ Doc 749 Filed 01/23/09 Entered 01/23/09 16:44:15 Desc
Main Document Page 2 of 7

1 rendered in favor of Lydia Harris in this action, to secure payment for legal services
2 rendered and costs and expenses advanced on her behalf.
3

4 DATED: January 23, 2009

WEINSTEIN, WEISS & ORDUBEGIAN,
LLP and RICHARDSON & PATEL, LLP

6
7 By 
8 SHARON Z. WEISS
9 Attorneys for Weinstein Weiss &
10 Ordubegian, LLP and Richardson &
11 Patel, LLP
12
13
14
15
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17
18
19
20
21
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24
25
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Case 2:06-bk-11187-VZ Doc 749 Filed 01/23/09 Entered 01/23/09 16:44:15 Desc
Main Document Page 3 of 7

In re: Marion Knight, Jr.	CHAPTER 11
Debtor(s).	CASE NUMBER: 2:06-bk-11184-VZ

NOTE: When using this form to indicate service of a proposed order, DO NOT list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
Richardson & Patel, LLP
10900 Wilshire Blvd., Ste. 500
Los Angeles, CA 90024

The foregoing document described NOTICE OF LIEN will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") - Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On January 23, 2009 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

☒ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (Indicate method for each person or entity served):

On January 23, 2009 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

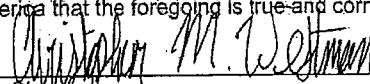
☒ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (Indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows: *Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

January 23, 2009 CHRISTOPHER M. WESTMAN
Date Type Name


Signature

ATTACHMENT TO PROOF OF SERVICE OF DOCUMENT

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")

U.S. TRUSTEE

U.S. Trustee (LA)
ustpreion16.la.ecf@usdoj.gov

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL

A. Persons or Entities Served by U.S. Mail:

Party or Role

Lydia Harris
14019 Southwest Fwy Ste 599
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Knight, Jr.

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King, Holmes, Paterno & Berliner
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Records Inc.
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Case 2:06-bk-11187-VZ Doc 749 Filed 01/23/09 Entered 01/23/09 16:44:15 Desc
Main Document Page 6 of 7

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Los Angeles County Treasurer and
Tax Collector Revenue &
Enforcement
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Case 2:06-bk-11187-VZ Doc 749 Filed 01/23/09 Entered 01/23/09 16:44:15 Desc
Main Document Page 7 of 7

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Michel'le Toussaint
Gary A. Plotkin, Esq.
Plotkin, Rapoport & Nahamias
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Encino, CA 91436

Judge's Copy
Hon. Vincent P. Zurzolo
U.S. Bankruptcy Court
255 E. Temple St. #1360
Los Angeles, CA 90012

EXHIBIT 20

EXHIBIT 20

Case 2:06-bk-11205-VZ Doc 803 Filed 01/23/09 Entered 01/23/09 16:38:56 Desc
Main Document Page 1 of 7

1 DAVID R. WEINSTEIN (State Bar No. 082881)
SHARON Z. WEISS (State Bar No. 169446)
2 CHRISTINA ERICKSON (State Bar No. 231570)
ANDY S. KONG (State Bar No. 243933)
3 RICHARDSON & PATEL, LLP
10900 Wilshire Blvd., Ste. 500
4 Los Angeles, California 90024
Telephone (310) 208-1182
5 Facsimile (310) 208-1154

6 Attorneys for Weinstein, Weiss &
Ordubegian, LLP and Richardson & Patel, LLP
7

8 UNITED STATES BANKRUPTCY COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 LOS ANGELES DIVISION
11

12 In re

13 DEATH ROW RECORDS, INC.,

14 Debtor.
15
16

Case No. 2:06-bk-11205-VZ
[Chapter 11]

NOTICE OF LIEN

[NO HEARING REQUIRED]

17 TO: EACH PARTY AND TO THEIR RESPECTIVE COUNSELS OF RECORD
18 AND TO ALL OTHER PERSONS OR ENTITIES INTERESTED IN THIS
19 ACTION:

20 YOU ARE HEREBY NOTIFIED that Weinstein Weiss & Ordubegian, LLP
21 and Richardson & Patel, LLP (collectively "Counsel") were formerly attorneys of
22 record for interested party Lydia Harris in this case. Counsel have now been relieved
23 as attorneys of record by court order dated December 2, 2008, ECF Doc. No. 735.

24 YOU ARE FURTHER NOTIFIED that, in accordance with the terms of a
25 written fee agreement, Counsel has and claims a lien ahead of all others on Lydia
26 Harris's causes of action asserted in this action, and on any judgment

27 ///

28 ///

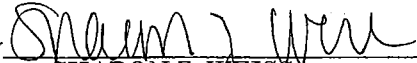
Case 2:06-bk-11205-VZ Doc 803 Filed 01/23/09 Entered 01/23/09 16:38:56 Desc
Main Document Page 2 of 7

1 rendered in favor of Lydia Harris in this action, to secure payment for legal services
2 rendered and costs and expenses advanced on her behalf.
3

4 DATED: January 23, 2009

WEINSTEIN, WEISS & ORDUBEGIAN,
LLP and RICHARDSON & PATEL, LLP

By



SHARON Z. WEISS

Attorneys for Weinstein Weiss &
Ordubegian, LLP and Richardson &
Patel, LLP

Case 2:06-bk-11205-VZ Doc 803 Filed 01/23/09 Entered 01/23/09 16:38:56 Desc
Main Document Page 3 of 7

In re: Death Row Records, Inc.

CHAPTER 11

Debtor(s).

CASE NUMBER: 2:06-bk-11205-VZ

NOTE: When using this form to indicate service of a proposed order, **DO NOT** list any person or entity in Category I. Proposed orders do not generate an NEF because only orders that have been entered are placed on the CM/ECF docket.

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

Richardson & Patel, LLP
10900 Wilshire Blvd., Ste. 500
Los Angeles, CA 90024

The foregoing document described NOTICE OF LIEN will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF") – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On January 23, 2009 I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

☒ Service information continued on attached page

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL (indicate method for each person or entity served):

On January 23, 2009 I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. *Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.*

☒ Service information continued on attached page

III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on _____ I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. *Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.*

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

January 23, 2009 CHRISTOPHER M. WESTMAN

Date

Type Name

Christopher M. Westman
Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

January 2009

F 9013-3.1

ATTACHMENT TO PROOF OF SERVICE OF DOCUMENT

I. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC
FILING ("NEF")

U.S. TRUSTEE

U.S. Trustee (LA)

ustpregion16.la.ecf@usdoj.gov

II. SERVED BY U.S. MAIL OR OVERNIGHT MAIL

A. Persons or Entities Served by U.S. Mail:

Party or Role

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Daniel J. McCarthy

Hill, Farrer & Burrill LLP

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Counsel for Debtor Death Row

Records, Inc.

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Monterey Park, CA 91754

Counsel for Helen Frazer, Trustee

Patrick K. McClellan

Law Offices of Patrick K. McClellan

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Counsel for Michael Ray Harris

Steven M. Goldberg

Russ August & Kabat

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of Unsecured Creditors of Marion

Knight, Jr. & Death Row Records

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LLP

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Counsel for Death Row Records

Trustee

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Counsel for Knight Trustee

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REQUEST FOR SPECIAL
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Counsel for Creditor Sharitha
Golden

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Holmes Paterno & Berliner LLP

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Counsel for Creditors Bridgeport
Music Inc., Southfield Music, Inc.,
Westbound Records, Inc. and Nine
Records Inc.

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Case 2:06-bk-11205-VZ Doc 803 Filed 01/23/09 Entered 01/23/09 16:38:56 Desc
Main Document Page 6 of 7

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Case 2:06-bk-11205-VZ Doc 803 Filed 01/23/09 Entered 01/23/09 16:38:56 Desc
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